

simple**city** design

SCOPE AND FEE PROPOSAL FOR PROFESSIONAL SERVICES FOR A COMPREHENSIVE PLAN CODED UNIFIED DEVELOPMENT ORDINANCE, INCLUDING THE ZONING, SUBDIVISION, AND SIGN ORDINANCES, DOWNTOWN MASTER PLAN & A STREAMLINE DEVELOPMENT PROCESS FOR THE CITY OF CASTROVILLE, TX.

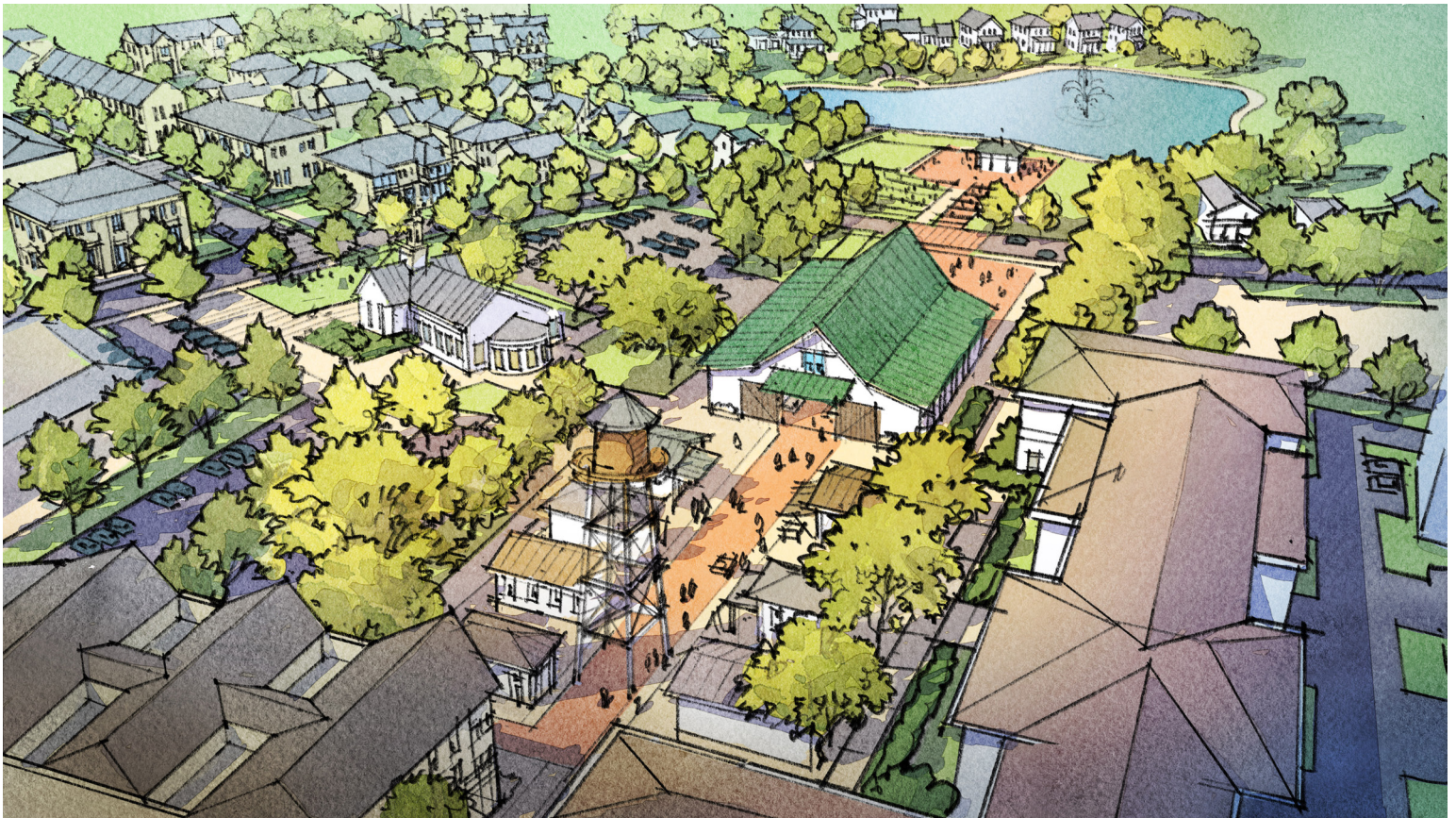
Simplecity.Design is pleased to submit this proposal to provide professional consulting services to the City of Castroville, Texas, for the rewrite of its key development standards into policies that support Castroville's goals.

PROJECT BACKGROUND AND PURPOSE

Zoning and subdivision ordinances are the primary City regulations governing the community's look, feel, and functions. Outdated and arbitrary rules create development patterns not conducive to the City's long-term goals and often conflict with past patterns. This proposal includes a substantial public engagement process to facilitate the creation of the Castroville Building Block Project.

SCOPE OF SERVICES- APPENDIX "A"

The following tasks will be completed as part of the contract, with the costs per Phase as defined in Appendix "B" being provided in Appendix "A". This proposal includes a substantial public engagement process to facilitate the creation of the Castroville Building Block Project.



PHASE 1 DISCOVERY

1.1 KICKOFF WORKSHOP WITH STEERING COMMITTEE

A brainstorm session with the Steering Committee Team on key project principles; discuss and define the project management plan; discuss data requests, and discuss what information will be helpful for inclusion in the Castroville Building Block Project updates.

1.2 COMPREHENSIVE REVIEW

The team will review all data submitted by the city as discussed in the initial kickoff workshop.

1.3 THE DNA ROUNDUP

At a fun downtown location, our team will introduce the public by linking the findings of the lecture series and the DNA Analysis to begin a dialogue about the path forward. Staff will lead the findings of the lecture series with Simplicity walking the public through the DNA Analysis through presentation and walking tour.

PHASE 2 CASTROVILLE DREAMIN'

2.1 CASTROVILLE DREAMIN' WORKSHOP

The Castroville Dreamin' is a fun forum for the community to play a role in shaping the community of the future. Big picture thought provoking dialogues will be facilitated around the build and natural environment, fiscal resilience, community scale, the future economy or other topics that are important to the community. This is about uncovering the path forward the community of Castroville wants to take. A purpose statement guiding the project will be defined by the community and vetted by the City Council. The workshop will be a one to two day event including evening sessions.

2.2 POST PRODUCTION RECAP

The outcomes of the Castroville Dreamin' will be reviewed, analyzed and consolidated into a set of themes and topics establishing the framework for the Comprehensive Plan.

2.7 SWOT ANALYSIS

As a part of community engagement, a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis will be reviewed by participants to validate the more significant strengths, weaknesses, opportunities, and threats facing Castroville. This analysis will be intended to capture Castroville's strengths and weaknesses, while understanding opportunities and threats impacting its future. This analysis will help inform budgetary and infrastructure decisions and provide direction for future growth.

PHASE 3 COMMUNITY MEETUP

3.2 DESIGN RODEO

Using the information gathered from the previous phases, validation of both the SWOT Analysis and Draft Comprehensive Plan themes will be explored. The Design Rodeo is a fun forum for the community to play a role in designing the community of the future and shape the standards that will ultimately build Castroville. The Design Rodeo is a two or three day event including evening sessions. A purpose statement guiding the project will be created by community and vetted by the City Council.

3.1 CHARACTER AREAS, BLOCKS, & BUILDINGS

Map block and building patterns into the character areas. These elements will be used to form Comprehensive Plan recommendations that utilize the existing DNA of Castroville going forward.

3.3 RENDERINGS AND ILLUSTRATIVE PLANS

Utilizing the knowledge gained from the Rodeo, the team will refine the illustrative plans (up to three) and renderings (up to two) to articulate how the Comprehensive Plan recommendation will apply on real property. Renderings and illustrative plans can be used as marketing materials and will help establish the shared vision of the community through design.

3.2 DRAFTING A PLAN

Based on the outcomes and feedback from the previous workshops, the Comprehensive Plan will begin to take shape. The chapters will be formatted in a comprehensive and logical order. The text will build on local preferences. Graphics, infographics, and tables will communicate each plan element clearly and visually. Editing and drafting the documents requires a considerable amount of time and validation along the way.

PHASE 3.4 THE LITTLE ALSACE MEETUP

The fun community validation exercise of the new Castroville Building Block framework. The core principles of the UDO will build upon the DNA findings and the feedback from the community. At this stage in the project, the framework of the Comprehensive Plan, UDO, and Downtown Master Plan are taking shape. Place Types are aligned with Street Types and standards within the UDO are calibrated to implement the plans into a reality.

PHASE 4 CODE DRAFTING

4.1 DRAFTING THE CODES

The development codes will begin to take shape. The documents are formatted in a comprehensive and logical order. Added graphics, infographics, and tables will communicate each element in a clear and visual manner. Editing and drafting the documents requires a considerable amount of time.

4.2 REVIEW DRAFT CODES

Digital drafts are shared with the City Staff for review. The review can occur in a digital or in person meeting.

4.3 REVISIONS & ADJUSTMENTS

Based on the City Staff review, the ordinances will be updated accordingly.

4.4 FINAL UDO PRODUCTION

The UDO in final form is produced. This will require formatting and integration of all graphics.

4.5 FINAL UDO REVIEW

The City will conduct final review and issue final comments.

4.6 FINAL UDO PUBLISHED

The final version of the UDO is completed and prepared for adoption.

PHASE 5 DOWNTOWN MASTER PLAN

The Downtown Master Plan public engagement and design process will be integrated throughout the project timeline. Below are the deliverables of the Downtown Master Plan. Specific scheduling of this phase will be defined in the Project Management Plan. The Downtown Master Plan will encompass the geographic boundaries within the Downtown TIRZ.

5.1 DOWNTOWN VISION AND GOALS

Building upon the DNA Analysis and workshop results. The Downtown Master Plan vision and goals will identify potential projects and opportunities for improving and enhancing public and private efforts to promote recreation, accessibility, tourism and a sense of community, character and identity through urban design, open space and public art. Prepare a character plan depicting categories of development intensities, buildings, general parking and building characteristics in an urban condition.

5.2 DOWNTOWN ILLUSTRATIVE PLAN WITH DETAILED CALLOUTS

A detailed drawing of the existing and proposed built environment will be drawn. The plan provides the framework to determine key places, buildings and activities in Downtown.

5.3 DOWNTOWN IMPLEMENTATION

Simplecity Design will develop an implementation plan with recommendations that identifies related actions to address policies, such as regulatory actions, programs, capital projects, and intergovernmental partnerships. The action plan will identify responsible parties, prioritization, and best-fit approaches. This action plan excludes drafting legal preliminary and project plans for financing districts as those efforts can vary and should be tailored to the specific approach.

Simplecity Design will also provide a strategy overview and key Steps Report for implementation of key area building/site scale plans.

Simplecity Design will draft a Final Downtown Plan Document, which will include Downtown Plan Deliverables, Implementation Recommendations, and Appendices of DNA Report, and stakeholder input (including one comprehensive revision).

PHASE 6 STREAMLINE DEVELOPMENT PROCESS

6.1 DEVELOPMENT PROCESS AND APPLICATION CALIBRATION

The purpose of this phase is to gather a clear understanding of the City's development process, including the cost of services, role of the City Staff, timelines and outputs of the process. The results will streamline the new processes to the UDO.

6.2 ALIGNMENT OF PROCESS

The new codes allow for a new development process to be created, enabling the staff, the community, the development community, and elected and appointed officials to have clear and consistent development processes. The purpose of this task is to draft a new process matching the sequential flow of the new development code.

6.3 NEW DRAFT PROCESS

Now that a new process is drafted, using the baseline development process and staff roles, the Team can now compare the two to determine cost of service, timelines and any staffing gaps or overlaps that may be present.

6.4 FINAL DEVELOPMENT PROCESS AND APPLICATIONS

The intent is to provide the development community and staff with a streamlined process, resulting in an easy-to-administer development process built around the goals of the community, the staff, and the UDO. Updated checklists meeting the new State Law will be provided as a result of the effort.

PHASE 7 ADOPTION

7.1 PLANNING & ZONING COMMISSION HEARING

Preparing for the adoption process requires standards of the Texas Local Government Code to be accomplished. Mail out notices, printed materials and all applicable standards will be provided by the City which fits within a timeline that fits citywide standards.

7.2 PLANNING & ZONING COMMISSION HEARING

Prepare a presentation and present the final UDO to the commission for adoption.

7.3 CITY COUNCIL PUBLIC HEARINGS AND READINGS

Prepare a presentation and present final P&Z recommendation on the UDO to the City Council for adoption. (Two Meetings).

7.4 FINAL READING & PARTY

A final City Council Meeting to present the final UDO for adoption. After the adoption, a party will be held to introduce and celebrate all the hard work with the community.

SAMPLE OUTREACH TOOLBOX

We look forward to having the opportunity to work with Staff to develop a customized Project Management Plan with a community engagement strategy that fits the local preferences of the community, while meeting project goals and aspirations.

ANALOG

Electronic communication is challenging for some people and becomes an easy excuse for not participating. Whether it is print formats, such as utility bill inserts and postcards, or one-on-one conversations around homemade pound cake and coffee, analog communication tools are still one of the most effective communication tools to ensure understanding of local preferences and a way to engage the most critical stakeholders.

DIGITAL

PROJECT BRANDING AND WEBSITE

Creating a name for the project can spark community interest and be used for marketing and branding. Whether creating a unique website or specific page on the City's existing website, it provides a one-stop location for project overview, schedules, and other interactive engagement features.

SOCIAL PINPOINT ELECTRONIC ENGAGEMENT

Digital engagement platform makes it easy to engage your stakeholders with numerous customizable tools easily integrated with existing social media platforms on multiple devices. Tools include Interactive on-line maps with pin-drop style comment features, digital surveys, virtual townhall meetings, and forums.

POLL EVERYWHERE

Effective tool to engage staff, advisory committees, and stakeholders for more productive remote and in-person meetings by allowing survey questions to be styled as yes/no, multiple choice, and open-ended. Participants can answer online or by text. Results are anonymous and can be shared immediately to audience by sharing screen.

SOCIAL MEDIA STRATEGIES

Content will be prepared to engage social media on City's existing accounts, including community influencers. Strategies will be utilized to encourage participation, spark interest, and educate on key concepts and topics.

CHARRETTES

DESIGN RODEO - IN PERSON OR ELECTRONIC

The Design Rodeo provides the community an opportunity to visualize and design a future Copperas Cove. It is a place where nothing is off the table, big ideas are encouraged, and the community goes on a journey. The cool part about our approach is that we draw with the community as we design. This process allows for abstract conversations to be realized.

CODE RODEO - IN PERSON OR ELECTRONIC

Building on the community's input from the Design Rodeo, the Code Rodeo is where the ideas and possibilities become viable or removed. Using the drawings on real developable properties, we draft development standards that emulate the vision desired by the community. This process allows us to create standards and illustrative drawings, which represent how the standards would apply in the community.

COMMUNITY TOURS

BUS TOUR - BASTROP & SAN MARCOS

Key stakeholders would be introduced to Downtown Bastrop and Downtown San Marcos to visually see and interact with the components of fiscal sustainability, which create lovely, timeless places. Having real examples helps ensure group understanding during discussions and provides common ground to design regulations that work for your community.

COMMUNITY TOURS

Traveling by bus, bike, golf cart, wheelchair, or foot, allows you to absorb your community in an unconventional manner. Narrated by an urban naturalist, your environment will be beautifully unfolded to explain how the public and private realm is or is not working. The distinction is the difference between the places you linger and enjoy and those you cannot wait to escape.

VISIONING

FISCAL SUSTAINABILITY RETREAT WITH CITY COUNCIL

The decision to be fiscally responsible requires persistence, desire, and execution to escape status quo development that guarantees bankruptcy. Retreat covers building blocks of fiscal sustainability needed for a successful journey. Conversations include key policy decisions such as parking, gridded street network, and the Use Chart. A Purpose Statement will be created to guide the development of the Zoning Code.

TACTICAL URBANISM

Effective way to validate street improvements, development code overhauls, and inspire support for capital investments. Using items, such as temporary chalk paint, moveable furniture, plywood sidewalks, and food trucks, let Simplicity. Design help your vision be observed in real life.

CITIZEN PRIMER FOR FISCAL SUSTAINABILITY EXERCISE

With quality data from the City, this exercise is a powerful way to visualize the relationship between the services citizens say they want and their willingness to pay based on growth patterns of sprawl versus density. Using population estimates for 2050, growth allocations, and specific revenue sources, citizens will be educated on costs and benefits of individual services, each explained on an individual visual board, such as response times, number of firefighters on an engine, and increasing neighborhood parks and trails.

APPENDIX B

	CONTRACT BILLING RATES
PHASE 1: DISCOVERY	\$24,200
PHASE 2: CASTROVILLE DREAMIN’	\$110,839
PHASE 3: COMMUNITY CHECK IN	\$114,857
PHASE 4: CODE DRAFTING	\$157,085
PHASE 5: DOWNTOWN MASTER PLAN	\$74,269
PHASE 6: STREAMLINED DEVELOPMENT PROCESS	FREE
PHASE 7: ADOPTION	\$18,750
REIMBURSES: IE, PRINTING, TRAVEL, SOCIAL MEDIA	Pricing varies by selected options and contract terms
TOTAL:	\$500,000
*CONTINGENCY	10% of total projects cost: Reserved for unforeseen items, such as, additional meetings, trips or project cost. Minor scope adjustments would also file under contingency.

CASTROVILLE TEAM:

- SIMPLECITY DESIGN, LLC.
- JOHNSON PLANNING, LLC.
- MC/A ARCHITECTS, INC.
- ZANETTA ILLUSTRATION, LLC.
- CRABTREE GROUP, INC.
- POPKEN POPUPS, LLC.
- JASON KRELLENSTEIN, PLLC.

MASTER SERVICES AGREEMENT

THIS Master Services Agreement (the "Agreement" or "MSA") is made as of the 26th day of September, 2023 by and between Simplecity Design, a Texas limited liability company whose address is 120 W Hopkins, #101, San Marcos, TX 78666 ("Simplecity"), and City of Castroville, TX "Client", a General Law Municipality in the State of Texas whose address is 1209 Fiorella St, City Of Castroville, TX 78009

Simplecity and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. **ENGAGEMENT.** Client hereby engages Simplecity to provide certain planning, policy review and recommendations related to professional services (the "Services"), as specifically set forth and on the terms and conditions, herein. The specific services, costs, deadlines, and other details are outlined in the attached Appendix "A" Statements of Work ("SOW"), executed and agreed upon between the Parties. Each duly executed and delivered SOW shall be on the terms and conditions of this MSA and deemed incorporated and merged herewith.

2. **BILLING AND PAYMENT.**

a. Client agrees to pay for Services at the rates and in accord with the payment terms set forth in Exhibit "A" SOW. Simplecity shall submit invoices on a monthly basis or upon completion of certain milestones. **Payment is due upon receipt, time being of the essence.** All payments of fees and expenses as stated in Appendix "B" cost of services are due and payable to Simplecity shall be paid by the Client electronically via direct transfer into our accounts using ACH, without any intermediary or payment services. Simplecity will provide ACH transfer information to the Client upon execution hereof. Unpaid sums shall accrue an additional charge of 0.75% of the invoiced amount per month. 25% of the fee is due before work begins.

b. If the Client objects to all or any portion of an invoice, it shall notify Simplecity in writing in reasonable detail within seven (7) calendar days of the invoice date, and such notice shall be accompanied by payment of all non-disputed amounts.

3. INFORMATION RECEIVED FROM CLIENT; OWNERSHIP/REUSE OF DOCUMENTS; CONFIDENTIALITY.

a. Client is solely responsible for information, data, and/or materials furnished to Simplecity for any purpose. Client represents and warrants that it has (a) all right, title, and interest in and to any and all information, data, and/or materials provided by or on behalf of Client to Simplecity; (b) all right and authority to provide same to Simplecity or to make same available to Simplecity; and (c) all right and authority to use or disseminate same in the manner intended by the Parties or as directed or approved by Client. Client hereby acknowledges that Simplecity relies upon the accuracy and completeness of all information, data, and materials provided by Client, and additionally upon Client's representation, explicit or implicit, that it has all right and authority to disclose or provide same to Simplecity for any purpose. Simplecity shall in no event have any responsibility for or liability in respect of any work, Services, deliverables, or content modified or disseminated by the Client without Simplecity's express written consent.

b. All documents and materials prepared or provided to the Client by Simplecity, including original drawings, models, schemata, matrices, surveys, renderings, designs, field notes, layouts, specifications, and data provided or furnished by Simplecity pursuant to this Agreement, are instruments of service with respect to the subject project. Simplecity shall retain ownership and all right, title and interests therein, whether or not the project is completed. Provided that Client pays for all Services in full, Simplecity hereby grants Client a license to make and retain copies of such documents and materials solely within the context of the subject project; however, such documents and materials are not intended or suitable for reuse by Client or others except within the context of the subject project, and may not be used on any adaptation or modification thereof, on any other project, or for any other purpose. Any use, reuse, or modification of any documents or material provided by Simplecity except as specifically set forth herein shall be at the Client's sole risk and without liability to Simplecity.

c. Simplecity represents that it will treat as confidential Client's nonpublic trade secret information identified in writing or verbally as such by the Client ("Client Confidential Information") or as would reasonably be determined to be Client Confidential Information. Simplecity hereby agrees to use Client Confidential Information solely for the purpose of rendering Services to Client. These restrictions shall not apply to any Confidential Information: (a) that becomes generally known to the public through no fault of Simplecity; (b) for which disclosure is required by applicable law, legal process, or any order or mandate of a court or other

governmental or competent authority to be disclosed; or (c) that is required to be disclosed in connection with a lawsuit or other legal or administrative action or proceeding or the equivalent, or to which legal compulsion is otherwise applicable provided, that in the case of clauses (b) or (c), Simplecity shall use reasonable commercial efforts to provide Client with the advance written notice of the Client Confidential Information intended to be disclosed and the circumstances surrounding such disclosure to permit the Client to seek a protective order or another appropriate request for confidential treatment of the applicable Client Confidential Information.

d. As between the Parties, all right, title and interest in and to Simplecity's processes, methods, forms, layouts, design techniques, web pages or web designs, contacts, vendors, databases; trade techniques, systems or processes, trademarks, trade names, service marks, logos, domain names, or other similar rights, to the extent proprietary, confidential, or protectable or protected as trade secrets or intellectual property under applicable law or regulation (collectively, the "Simplecity IP"), shall remain the sole and exclusive property of Simplecity. Client acknowledges and agrees that Simplecity retains sole and exclusive ownership of all techniques, copyrights, trademarks, trade dress, trade secrets, inventions, improvements, and specific processes and procedures of Simplecity applied to this engagement. Client further acknowledges and agrees that any new or useful technique, method, concept, process, art, discovery, contribution, finding, or improvement, whether or not patentable, and all related know-how, designs, discoveries, formulae, processes, manufacturing techniques, computer software, inventions, improvements, and ideas conceived or developed or reduced to practice by Simplecity prior to or independently of this engagement shall be the sole and exclusive property of Simplecity, and all rights to same shall inure to the benefit of Simplecity, whether or not same were developed solely or jointly with others, or during or out of the usual hours of work, or otherwise.

e. Client acknowledges and agrees that Simplecity's work and services are not exclusive to Client, and Simplecity may perform the same or similar services for others, advertise or market its competencies, services, and relationships, and engage in other business activities or in the solicitation of other business relationships.

4. STANDARD OF CARE; REPRESENTATIONS.

a. The Services will be performed in a manner consistent with that level of care and skill ordinarily required of similarly credentialed professionals practicing in the locality in which the Services are provided. No other representation, expressed or

implied, and no warranty or guarantee is included or intended, expressed or implied, by this Agreement (including no guarantees of regulatory approvals), or in any report, opinion, document, or other writing prepared by Simplecity. Simplecity's review of other documents, reports, recommendations, items or submittals supplied by, prepared or originating with professionals or contractors not directly engaged by Simplecity shall not be conducted to determine the accuracy or completeness of such details as dimension or quantities, or for substantiating instructions for the development of property, installation or performance of equipment or systems, all of which remain the responsibility of other such professionals or contractors. No such review shall result in liability to Simplecity, including for any error, defect, or non-conformity contained in such document except to the extent resulting from Simplecity's failure to satisfy any applicable professional standard of care materially.

b. Neither the authority of Simplecity nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of Simplecity to any other consultant or contractor, subcontractor, material or equipment suppliers, other professional, municipality, agency, or authority, or any of their respective employees or agents, or other persons or entities with respect to the subject project, even if Simplecity was or should have been aware of such other person's or entities' reliance upon same.

c. In no event will Simplecity be responsible for any change, error, modification, cost, liability, delay or expense resulting from, arising out of, or relating to (i) conditions encountered at the subject project or site thereof which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the applicable SOW or other documents or materials relating to the subject project; (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in planning, design, construction, or project management activities of the character provided for in the applicable SOW; (iii) changes, amendments, modifications, or extensions to applicable law or regulation, or permissions, permits, decrees, resolutions, or requirements of any public agency, quasi-public agency, regulatory agency, lender, or other party with jurisdiction over the subject project granted, promulgated, or occurring subsequent to execution of this MSA.

d. Client represents and warrants to Simplecity as follows: (i) that it shall comply with all applicable state and local laws, statutes, and ordinances relating to or implicated by performance of its obligations hereunder and otherwise with respect to the subject project; (ii) that its execution and delivery of this Agreement and its performance thereof and hereunder has been duly authorized by all requisite

corporate, municipal or other requisite authority; and (iii) this Agreement constitutes the valid and legally binding obligation of Client, enforceable in accord with its terms.

5. LIMITATION OF LIABILITY.

a. In recognition of the relative risks, rewards, and benefits of the project to both Client and Simplecity, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Simplecity's total liability to Client for any and all claims, losses, damages, expenses, injuries, or any other cause or casualty, arising from Simplecity's performance of the Services or otherwise from this engagement or the Parties' relationship (including any claim for indemnification), shall not exceed Simplecity's fee or \$50,000.00, whichever is less. Such causes include, but are not limited to, Simplecity's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, or any other claim, theory, or cause of action. Simplecity shall not be liable to the Client or any other party for any consequential, punitive, special, or indirect damages, including loss of use and loss of profit.

6. INDEMNIFICATION

a. Simplecity shall defend, indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Simplecity's negligence or misconduct in the performance of the Services.

b. Client shall defend, indemnify and hold harmless Simplecity and all its directors, owners, officers, agents, employees, contractors, representatives, and other affiliated entities ("Simplecity Indemnified Parties") from and against any and all damages, losses, claims, expenses, deficiencies or costs incurred as a result of (i) Client's negligence or misconduct, or the negligence or misconduct of Client's contractors, subcontractors, agents, employees, owners, or partners, or any other party, engaged, directly or indirectly by, or acting on behalf of, Client; (ii) Client's breach of any of its representations, covenants or warranties contained herein; or (iii) any demand, action, claim, suit or proceeding brought against any of the Simplecity Indemnified Parties, or in which any of the Simplecity Indemnified Parties are asked or compelled to participate, to the extent caused by, arising out of, or relating to any information, data, or materials provided or made available by Client.

7. TERMINATION. This Agreement may be terminated (i) without cause, at any time prior to completion of Simplecity's services either by the Client or by Simplecity, upon ten (10) days' written notice to the other; and/or (ii) upon ten days' written

notice and opportunity to cure, or, in an emergency, at any time upon written notice, for material breach. Upon termination for any reason, the Client shall be responsible for payment in full for all Services provided and costs incurred up to the date of termination in accordance with Simplecity's currently effective hourly rate schedule and direct expense reimbursement policy.

8. SUCCESSORS AND ASSIGNS.

Neither Client nor Simplecity shall assign or transfer his interest in this Agreement without the other Party's written consent, and any purported assignment or transfer absent such notice shall be void. There are no third-party beneficiaries of this Agreement.

9. SEVERABILITY.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Client and Simplecity, who agree that this Agreement, to the extent possible, shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. OTHER TERMS.

a. This Agreement sets forth the entire agreement between the Parties, and no promise, representation, or inducement, except as herein set forth, has been made by either Party to this Agreement. No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written document executed by the Parties hereto; provided, however, that additions or changes to the Services, including engagement of Simplecity to provide additional or modified Services, may be set forth by exchange of executed Statements of Work. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable and the unenforceable provision(s) shall be replaced by mutually acceptable provision(s) which, being valid, legal and enforceable, come closest to the Parties' intention underlying the invalid or unenforceable provision. Client shall not assign this Agreement without written consent of Simplecity, and any purported assignment absent such consent shall be void. This Agreement, and the obligations set forth herein, shall be binding on any and all successors and assigns of the Parties,

including, without limitation, any corporation or other entity with or into which Simplecity or Client is merged or consolidated or any entity which acquires all or substantially all of the assets of Simplecity or Client.

b. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed entirely therein, without regard to the conflict of laws provisions thereof, and each Party shall be subject to the jurisdiction of the federal or state courts located Hays or Travis Counties if a suit is commenced in connection with this Agreement. The prevailing Party in any action for breach of this Agreement shall be entitled to recover its attorney's fees.

b. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) on the date personally delivered; (ii) the day following sending, if sent by facsimile, Federal Express, or any other next-day carrier service, with appropriate proof of delivery, or (iii) the third day after mailing via first-class mail, return receipt requested, to a Party at the address specified above or such other address as the Parties may designate from time to time. Unless otherwise specified herein, notices shall be delivered to the names and addresses set forth in this Agreement.

e. Simplecity may place announcements, advertisements, or tombstones on its websites, its written promotional material, and in newspapers, journals, and publications at its own expense, which may include the Client's name, logo, and trademarks. Simplecity's contact information and/or logo shall be included on press and media releases and similar statements.

f. The waiver of any rights under this Agreement shall be in writing and signed by the Party granting the waiver. Failure by any Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. The waiver of any breach of this Agreement, regardless of the number or extent of same, shall not be construed as a modification of this Agreement or as a waiver of any other breach of this Agreement. In the event of any breach or violation of this Agreement, Simplecity shall be entitled to all remedies available at law or in equity, including injunctive relief, without the need for posting a bond or security. The remedies herein are cumulative, and the election or exercise of one remedy shall not preclude or waive the exercise of any other remedy; provided, however, in the event of any breach by the Simplecity, the Client's sole remedy shall be limited to an action to recover damages, if any, at law.

g. Neither Party will be responsible for any failure to perform (other than a failure to fulfill payment obligations hereunder) due to causes beyond its reasonable control (each a "Force Majeure Event"), including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, catastrophic weather events, terrorist activity, an outbreak of disease, earthquakes, catastrophic accidents, failure of communications facilities, or strikes; *provided, however*, that the Party claiming such Force Majeure Event gives prompt written notice thereof to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement on the date set forth below.

September 26, 2023

SIMPLECITY DESIGN, LLC

CITY OF CASTROVILLE, TX

Matthew Lewis, CNUa
Chief Executive Officer

Scott Dixon
City Administrator

Darrin Schroeder
Mayor

simple**city** design
