

ELECTRICAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Alterman**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Provision of electrical goods and services on an hourly basis.
- 2. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 3. Attachments:** All attachments to this Electrical Services Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment A: Proposal
 - b. Attachment B: Certificate of Insurance
- 4. Payment for Services:** The City will pay the Contractor as provided in the Proposal attached as Attachment “A”. The total annual amount, in current funds, not to exceed thirty-five thousand one hundred and twelve dollars (\$35,112). Invoices will be submitted monthly based on the proposal.
- 5. Term and Renewal:** The term starts at execution and ends on December 31, 2023. This Agreement shall be in effect for the period herein, unless terminated as provided below. If renewed by December 16, 2023, then the unused hours of service roll over to the next year.
- 6. Termination:** Either party may terminate this Agreement for breach of this Agreement or the attached proposal.
- 7. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for electrical services.
- 8. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and complete Form 1295. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; and (4) Contractor does not boycott energy companies.
- 9. Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate

insurance coverage for the benefit of Contractor’s employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor’s employees may sustain while performing services under this Agreement. Contractor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City.

10. Assignment: Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. Notice: All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: Public Works Director
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

Attention: Roger Barrett
Alterman
17750 Lookout Road, Suite 150
Schertz, Texas 78154
(210) 496-6888 x 122

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Entire Agreement: This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.

13. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

14. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. Applicable Law: The laws of the State of Texas shall govern this Agreement.

17. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

ALTERMAN:

Michelle Fischer, City Administrator

Date

Date

ATTACHMENT A

