

PROFESSIONAL SERVICES AGREEMENT FOR

This Agreement, made and entered into this, the 16th day of February 2021, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **TJKM**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Description of Services: The City and Contractor agree to the following:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or Contractor at the City’s discretion.
- (c) Contractor may from time to time be called upon to perform the following services as outlined in its scope:
 - (d) Attend meetings of the City Council, the Transportation Committee, and the Tax Increment Reinvestment Zone Boards when requested by the Mayor,
 - (e) City Administrator, or Deputy City Administrator; and/or
 - (f) Attend other public or private meetings involving review of grant applications related to the duties performed under this Agreement.
 - (g) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (h) Contractor will report to the Deputy City Administrator Ginger Faught verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (i) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.
 - (j) Performs other related duties as needed.

2. Scope of Work: Contractor will assist the City’s grant application services for the Old Fitzhugh Road Project including grant application development and related services as listed in Attachment “A”. Additional Services may be agreed to in writing by both parties and billed at the rates listed in **Attachment “A”**.

3. Payment for Services: The City will compensate Contractor in accordance with the fee

structure contained in **Attachment “A”**. The cost shall not exceed fifteen thousand dollars (\$15,000) for the initial two grant applications. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

- 4. 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 legal services.
- 5. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 6. Termination:** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Contractor shall be paid for any completed work. In order to be paid for completed work, the Contractor shall submit an invoice for review and submit all documents and products for which payment is sought. Payment shall not be more than the amount listed in Section 3: Payment for Services unless additional services were requested in writing by the City and performed by the Contractor.
- 7. Injuries/Insurance:** Contractor acknowledges the contractor’s obligation to obtain appropriate insurance coverage as listed in **Attachment “B”**.
- 8. INDEMNIFICATION:** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.
- 9. 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.
- 10. 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: Deputy City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
Tel: 512-858-4725

For the Contractor:

Attention: Aldo Fritz, AICP.
TJKM Transportation Consultants
600 Congress Ave, 14th Floor
Austin, Tx 78701
Tel: 512-200-3114

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.

- 11. 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). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 12. 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.
- 13. 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.
- 14. 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 there is any conflict between this Agreement and any Attachment, this Agreement controls.

CLIENT:
City of Dripping Springs

CONTRACTOR:
TJKM Transportation Consultants

Ginger Faught Date
Deputy City Administrator

Aldo Fritz Date
Project Manager

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"
PROPOSAL OF WORK

ATTACHMENT "B"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Auditing Firm providing services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: 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.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.