

PROFESSIONAL SERVICES AGREEMENT

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

1. **Project Summary:** Deckard Technologies provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform assisting with tracking of short term rental properties.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A”.
3. **Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
 - a. Attachment “A” Deckard Technologies Scope of Work
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, as outlined in Attachment “A” but not to exceed eight thousand dollars (\$8,000) unless an additional amount is approved in writing. Invoices will be submitted monthly, and payment is due within 30 days of the City’s receipt and approval of the invoice. City will pay the annual subscription fees within 30 days of receipt of invoices from Contractor.
5. **Duration:** This Agreement shall be in effect for a period of one year (12 months), and renewed automatically, unless terminated as provided below or if all work associated with the Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
6. **Termination:** Either party may terminate this Agreement by a sixty (60) day written notice.
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. The 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 engineering services.
8. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party’s satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days’ notice to the other party.
9. **Employees:** Contractor employees, if any, who perform services for City under this

Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

- 10. 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 the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- 11. 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. The 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.
- 12. INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE INCURRED BY CITY TO THE EXTENT THAT RESULT FROM NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.
- 13. 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 the City.
- 14. 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: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

For the Contractor:

Attention: Nickolas R. Del Pego, CEO
Deckard Technologies, Inc.
1620 Fifth Ave Suite 400
San Diego, CA 92101

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 five (5) days after deposit in U.S. mail.

- 15. Media and/ or Logo Use:** Any and all uses of the City's logo on websites, marketing materials and advertisements must be approved by the City through a separate written permission.

- 16. 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.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. 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.
- 19. 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.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.
- 22. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 23. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS:

DECKARD TECHNOLOGIES.

Michelle Fischer, City Administrator

Nickolas R. Del Pego, CEO

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A
STATEMENT OF WORK

This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the City of Dripping Springs, TX dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the City of Dripping Springs in the State of Texas based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and

1.11. List the permit history of each property offering STRs in the Designated Geography.

2. Designated Geography. The City of Dripping Springs, TX and responsible Extra Territorial Jurisdiction as given to Deckard for proposal dated May 26th, 2023

3. Reporting Period. Reports available in the Rentalscape Platform throughout the year.

4. Fees; Payments.

4.1. Annual Software Subscription: \$5500 (compliance monitoring and rental activity based on \$25 per property that is listed in Rentalscape as an identified STR). We approximate 220 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first three years. These increases may be reflected in years 4 and beyond.

4.2. Annual Property Identification: \$0 (based on an estimated 70 new properties identified in the first year). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in years one through three. These increases may be reflected in years 4 and beyond.

4.3. Outreach Campaign: \$2500 Three letter campaign to inform and encourage property owners to become compliant with the Registration Process. Client will have Outreach Campaign for the first year and will have the option to continue in years two and three.

4.4. Optional Expert Services upon Request by the City/County are available at \$250 per hour.

4.5. Maximum Price: In no event will the total subscription fees, for the stated scope of work, in the first three years exceed \$8,000.

4.11. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.