

**PROFESSIONAL SERVICES AGREEMENT  
APPRAISAL SERVICES**

This Agreement, made and entered into this, the 18<sup>th</sup> day of August 2020, and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Atrium Real Estate Services**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Scope of Work:** The Contractor shall appraise the estimated market value of the fee simple interest of Rathgeber Natural Resource Park (“Rathgeber Park”) as described in the Scope of Work in Attachment “A”.
  
- 2. Description of Services:** The Contractor shall perform the below duties as needed by the City.
  - (a) Complete appraisal of Rathgeber Park three hundred (300) acre tract of land North of State highway 290 in the City of Dripping Springs, Texas as described in Attachment “A”;
  - (b) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
  - (c) Create appraisal documents as required in format set by Uniform Standards of Professional Appraisal Practice and presented in the Uniform Appraisal Report Form;
  - (d) Present draft to city within five (5) weeks of execution of Agreement by both parties;
  - (e) Present final draft to City within ten (10) days of receiving final review comments from the City;
  - (f) Contractor may be asked to communicate with city staff to review the appraisal.
  - (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 City Administrator, 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.

- 3. Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. This includes an appraisal fee of three thousand dollars (\$3,000), due upon delivery and acceptance of final report. Appraisal fee only covers the scope of services contained in this Agreement.
- 4. Proposal:** Proposal attached as Attachment "A" is incorporated into this Agreement for all purposes. If there is a conflict between this Agreement and the Proposal that cannot be resolved, this Agreement controls.
- 5. Duration:** This Agreement shall be in effect until final appraisal is approved and accepted by the City.
- 6. Renewal:** This Agreement may be renewed or extended in writing by agreement of both parties.
- 7. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice or in writing once all duties and tasks within the agreement are completed.
- 8. 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 appraisal services.
- 9. 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.
- 10. 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.
- 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. Contractor to provide a copy 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 ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED

AGAINST CITY THAT RESULT FROM 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 City.
- 14. 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 shall also comply with the requirements related to 1295 filing through the Texas Ethics Commission.
- 15. 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:**

City of Dripping Springs  
Attn: City Administrator  
P.O. Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**

Atrium Real Estate Services  
Attn: Lory R. Johnson, President  
510 C Bridle Path  
Dripping Springs, TX 78620  
(512) 453-7407

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.

- 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 any prior written agreements between the parties.
- 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.

**CITY OF DRIPPING SPRINGS:**

**ATRIUM REAL ESTATE SERVICES:**

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Bill Foulds, Jr., Mayor

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Lory R. Johnson, President

**ATTEST:**

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Andrea Cunningham, City Secretary



Michelle Fischer  
City Administrator  
511 Mercer St.  
Dripping Springs, TX 78620

RE: Proposal for an appraisal of the Rathgeber Natural Resource Park, a ±300 acre tract of land north of State Highway 290 in the City of Dripping Springs, TX

Dear Ms. Fischer:

Initially, thank you for the opportunity to bid on this assignment. This letter will serve as the proposal for *ATRIUM REAL ESTATE SERVICES* to perform value estimate on the above referenced property.

**Purpose of the Assignment (Scope of Work)**

The purpose of the appraisal will be to estimate the market value of the fee simple interest in the above referenced property.

**Reporting Requirements**

The analysis and results of the report will be prepared in conformity with and will be subject to the requirements of the *Code of Professional Ethics and Standards of Professional Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of the Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

**Fee and Completion Date**

| Property   | Appraisal Fee |
|--|---------------|
| Rathgeber Natural Resource Park,<br>Dripping Springs, TX | \$3,000       |

The estimated completion date of the report will be 30 days from obtaining the notice to proceed.

[www.atriumrealestate.com](http://www.atriumrealestate.com)  
14425 Falcon Head Blvd D-100, Austin, TX 78738 | 512.453.7407  
510 C Bridle Path, Dripping Springs, TX 78620 | 512.453.7407

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Ms. Michelle Fischer  
August 3, 2020

**Miscellaneous Expenses**

There are no miscellaneous expenses.

**General Information**

If terms of this proposal are acceptable, please sign below and return to our office.

*ATRIUM REAL ESTATE SERVICES* appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please feel free to contact our office.

Respectfully submitted,

***ATRIUM REAL ESTATE SERVICES***



Lory R. Johnson, MAI, SR/WA  
President  
Texas Certified Appraiser #TX-1321640-G

Accepted by: ----- Date: -----

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