

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this, the 19<sup>th</sup> day of September 2023, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Keenan E. Smith**, AIA, dba: City Lights Design Alliance, (hereinafter referred to as the “Consultant”), is understood and agreed to be as set forth herein:

- 1. Description of Services:** Project Management, Staff Support, and Coordination Services for TIRZ #1 & #2 “Project Management” Selected Projects. Consultant shall assist the City by providing the described services for Project Management, Staff Support and Coordination Services for the Selected Projects proposed for TIRZ #1 & #2, Dripping Springs, TX 78620.

All services will be provided and performed at the City's sole direction. Professional Fees will be invoiced per the Compensation Schedule, not to exceed budgeted caps without prior authorization.

### **Project Management/ Staff Support & Coordination Services\*\*\*\***

- A) Project Management - TIRZ #1 & #2: (\*\*\*for selected projects- tasks may vary)**
  - (1) Project Team(s): Administer RFQ's; coordinate Team vetting & selection process; manage Team organization
  - (2) Project Tasks, Studies & Plans: Administer RFPs; coordinate proposal & award process; oversee tasks, studies & plans; ensure schedules & budgets; direct deliverable products, cost estimates, reports, etc.
- B) Liaison & Staff Support - to TIRZ Entities, partners & Stakeholders**
  - (1) TIRZ #1 & #2 Board of Directors (Staff Support, Board Meetings)
  - (2) City of Dripping Springs (Liaison; Representation)
  - (3) Hays County (Liaison; Representation)
  - (4) Dripping Springs Community Library (Liaison; Representation)
  - (5) Dripping Springs Independent School District (Liaison; Representation)
  - (6) TIRZ Landowners & Developers (Liaison; Representation)
- C) Coordination Services - with TIRZ Team(s)**
  - (1) TIRZ Administrator
  - (2) TIRZ Financial Advisor
  - (3) TIRZ Counsel (City Attorney)

- 2. Payment for Services:** The City will compensate Consultant at the rate of \$125 an hour for Project Coordination & Liaison Fees, on a Budgeted Average of 21 hrs./Mo., with a capped annual amount of \$31,500/yr. Additional services or fees may be agreed to in writing by both parties. Payment terms: Net due on receipt of monthly invoice.

### **3. Schedule:**

- A) Begin Services:** October 1, 2023
- B) End Services:** September 30, 2024 (end of Fiscal Year)
- C) Renewal Option:** Annually or as mutually agreed - rates to be negotiated.

- 4. Conditions and Termination:** Fees and Expenses are estimates strictly for the scope of work outlined. Any Addenda to Scope of Work, if approved and directed by City, are subject to billing at standard hourly fee schedule (above). Either party may terminate this agreement at any time upon thirty (30) days' written notice.
- 5. Exclusions:** Provision of construction documents; surveying, structural, electrical, civil, geo-technical or mechanical engineering services.
- 6. Limitations:** To the fullest extent permitted by law, the Consultant's total liability to the City for any and all injuries, claims, losses, expenses damages or claim expenses arising out of the Consultant's performance under this agreement, other than what is insurable by Consultant's insurance policies, shall not exceed the amount of the total fees paid to the Consultant. Such causes include, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Consultant's liability does not extend to construction and design activities performed by third parties related to this Agreement.
- 7. Relationship of Parties:** It is understood by the parties that the Consultant 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 the Consultant. The City may contract with other individuals or firms for project management services.
- 8. Conflicts of Interest:** During the period the Consultant is covered by this agreement, the Consultant will contact the City and TIRZ Board in writing if a potential conflict of interest with a third-party City may exist. If the TIRZ Board or the City Council finds that a project for a third-party City of the Consultant has a direct conflict with the TIRZs, the TIRZ Board or the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- 9. 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 Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). 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; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 10. Injuries/Insurance:** Consultant acknowledges his obligation to obtain appropriate insurance coverage for the benefit of Consultant's employees, if any. Consultant waives the right to recover from the City for any injuries that Consultant and/or Consultant's employees may sustain while performing services under this Agreement. Consultant is to provide a copy of

insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Consultant uses the services of any of Consultant's employees for the provision of services to the City.

- 11. Assignment:** Consultant'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.
- 12. 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  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**For the Contractor:**

City Lights Design Alliance  
Attn: Keenan Smith, AIA  
PO Box 1166  
Dripping Springs, TX 78620  
(512) 659-5062

- 13. 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.
- 14. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 15. 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.
- 16. 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.
- 17. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 18. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

[signature page follows]

**CITY OF DRIPPING SPRINGS:**

**CITY LIGHTS DESING ALLIANCE:**

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Michelle Fischer, City Administrator

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Keenan Smith, AIA, Owner

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Date

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Date

**ATTEST:**

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Andrea Cunningham, City Secretary