



**DRIPPING SPRINGS**  
Texas

# Electronic Signature Policy

Aniz Alani, Deputy City Attorney

# Overview

- Proposed amendment to Chapter 2, Article 2.03
- Adds Division 4: “Electronic Signature Policy”
- Complies with Texas Uniform Electronic Transactions Act



# Purpose

- Modernize administrative processes
- Increase operational efficiency
- Instills confidence that e-signed agreements are valid
- Reduce paper dependency
- Enhance document tracking
- Improve transaction security



# Legal Framework

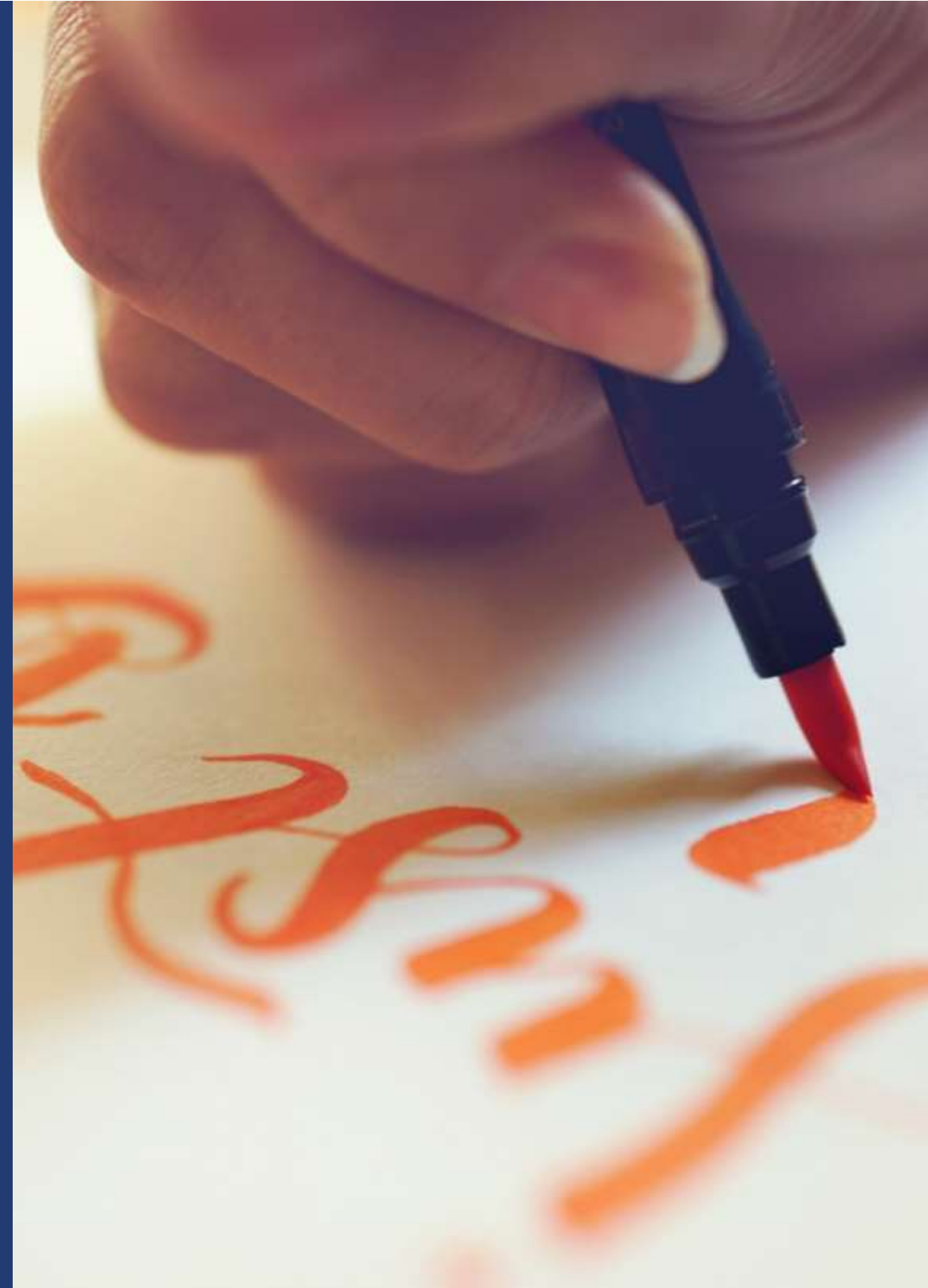
- Electronic signatures equivalent to handwritten signatures
- Compliance with Texas Business & Commerce Code
- Integration with existing City policies





# Examples

- Contracts
- Application forms
- Internal forms
- Permits
- Internal policies and procedures
- Correspondence
- Invoices, purchase orders, expense approvals
- Timesheets



# Limitations

## *State imposed:*

- Documents requiring notarization
- Certain real estate transactions
- Special cases defined by state law

## *City imposed:*

- City ordinances and resolutions
- Negotiable financial instruments (e.g., checks)



# Potential Features

- Routing agreements for internal approval and legal review before obtaining signatures
- Vendors can attach Conflict of Interest Questionnaires and Certificates of Insurance at time of e-signature
- Recipient lists ensure signed copy is consistently circulated and filed as City records



# Sample Contract



**Contract Cover Sheet**

Contract Number	GOO02102025 <small>Use first three letters of contractor and date of approval. Ex: contract approved for 1234 on Jan. 15, 2014, the Contract number is 12342020114. If not voluntarily approved, use the date the contract is submitted to the city signer.</small>
Contractor with Contact Information	Company: Jason Booth dba Goodday Design POC: Jay Booth Address: Phone Number:
Effective Date	February 1, 2025
Termination Date	January 31, 2026
Renewal/ Termination Notice Date	Either party may terminate this Agreement by a thirty (30) day written notice.
Bid/Quotes/ Budgeted	N/A
Department	Communications
Reporting Requirements	Insurance Certificate: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA Conflict Disclosure: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NA 2299 Reporting: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA Other Reporting Requirements: W-9
Council Meeting Date (if applicable)	

☒ Approved as to form

  
Deputy City Attorney



# Sample Contract

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, made and entered into as of this 1st day of February 2025 by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and **Jason Booth dba Goodjay Design**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Project Summary:** Contractor to provide on-call photography services in and around Dripping Springs, Texas, but excluding during multi-day events and festivals including Founders Day, Songwriters Festival, and Christmas on Mercer (the "Services").

2. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.

3. **Consent:** The Contractor shall obtain written consent from any individual who is identifiable within a photograph taken in connection with the performance of this Agreement. In the case of a minor, the Contractor shall obtain written consent from the minor's parent or legal guardian. This requirement shall not apply to photographs taken at locations where the City has provided clear and conspicuous signage or other written notification informing individuals that photography is occurring and that their image may be captured and used by the City unless they affirmatively opt out in accordance with the procedures specified in the notification.

4. **License Grant:** Contractor hereby grants to the City an exclusive, perpetual, worldwide, transferable, sublicenseable, and royalty free license to exploit the photographs and intellectual property created in the course of providing services pursuant to this Agreement in the marketing and sale of any product or service.

5. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, \$720.00 payable to Jason Booth representing \$60.00 per month of Services. Payment shall be made in current funds to the address specified by the Contractor in an invoice to be submitted by the Contractor. The City may elect to prepay some or all the amounts due to the Contractor for the Services.

6. **Sales Tax Exemption:** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

7. **Duration:** This Agreement shall be in effect from February 1, 2025 to January 31, 2026 unless terminated as provided below.

City of Dripping Springs  
Professional Services Agreement

Jason Booth  
Page 1 of 3

# Sample Contract

DRIPPING SPRINGS	This Agreement is made this _____ day of _____, 20____, between the City of Dripping Springs, Texas, and _____, a Professional Services Provider.												
Contract Number	1. <b>Project Description:</b> _____												
Contractor Name	2. <b>Start Date:</b> _____												
Effective Date	3. <b>Completion Date:</b> _____												
Term	4. <b>Location:</b> _____												
Termination	5. <b>Payment:</b> _____												
Bid/Quote	6. <b>Scope of Work:</b> _____												
Details	7. <b>Duration:</b> _____												
Reporting	8. <b>Termination:</b> Either party may terminate this Agreement by a thirty (30) day written notice. In the event of early termination, the Contractor shall be entitled to a pro-rated portion of the \$720.00 annual fee. If the City has prepaid for Services in accordance with section 5, the Contractor shall promptly refund the City any amounts paid less the Contractor's pro-rated portion of the annual fee.												
Council (if applicable)	9. <b>Relationship of Parties:</b> 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 services of any kind.												
	10. <b>Employees:</b> 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. <b>Mandatory Disclosures:</b> 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 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.												
	12. <b>Indemnification.</b> Despite anything to the contrary in this Agreement, and in accordance with applicable law and the Texas Constitution, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement.												
	13. <b>Assignment:</b> 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. <b>Notice:</b> 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:												
	<table border="0"><tr><td><b>For the City:</b></td><td><b>For the Contractor:</b></td></tr><tr><td>Attention: City Administrator</td><td>Attention: Jason Booth</td></tr><tr><td>City of Dripping Springs</td><td>Goodjay Design</td></tr><tr><td>P.O. Box 384</td><td>_____</td></tr><tr><td>Dripping Springs, TX 78620</td><td>_____</td></tr><tr><td>512-858-4725</td><td>_____</td></tr></table>	<b>For the City:</b>	<b>For the Contractor:</b>	Attention: City Administrator	Attention: Jason Booth	City of Dripping Springs	Goodjay Design	P.O. Box 384	_____	Dripping Springs, TX 78620	_____	512-858-4725	_____
<b>For the City:</b>	<b>For the Contractor:</b>												
Attention: City Administrator	Attention: Jason Booth												
City of Dripping Springs	Goodjay Design												
P.O. Box 384	_____												
Dripping Springs, TX 78620	_____												
512-858-4725	_____												
City of Dripping Springs Professional Services Agreement	<div style="text-align: right;">MTE  Jason Booth Page 2 of 3</div>												

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ	
<p>This questionnaire reflects changes made to the law by H.B. 33, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. (See Section 176.006(a-1), Local Government Code.)</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY	
<p>1. Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Jason M. Booth</p>		Date Received	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>			
<p>3. Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">Name of Officer</p>		<p>4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	
<p>5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>			
<p>6. <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		<p>7. <u>Jason M. Booth</u> Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">1/26/25 Date</p>	
<p>8. Date</p> <p style="text-align: right;">Feb 11, 2025</p>			
<p>9. City of Professional</p> <p style="text-align: right;">City of Dallas</p>		<p>10. City of Professional</p> <p style="text-align: right;">City of Dallas</p>	
<p>11. City of Professional</p> <p style="text-align: right;">City of Dallas</p>			
<p>12. City of Professional</p> <p style="text-align: right;">City of Dallas</p>		<p>13. City of Professional</p> <p style="text-align: right;">City of Dallas</p>	
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<p>15. City of Professional</p> <p style="text-align: right;">City of Dallas</p>		<p>16. City of Professional</p> <p style="text-align: right;">City of Dallas</p>	
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<p>20. City of Professional</p> <p style="text-align: right;">City of Dallas</p>			

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2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)

Final Audit Report2025-02-11

Created:2025-02-10

By:Ariz Alani (aalani@cityofdrippingsprings.com)

Status:Signed

Transaction ID:CBJCH8CAABAAYVUMF29wGZHMZnfZOH1eTEp2e71k8B

"2025 - GOO10022025 - Jason Booth DBA Goodjay Design - Professional Services Agreement (E-Signature Package)" History

Document created by Ariz Alani (aalani@cityofdrippingsprings.com)

2025-02-10 - 4:13:42 PM GMT

Document e-signed by Ariz Alani (aalani@cityofdrippingsprings.com)

Signature Date: 2025-02-10 - 4:19:38 PM GMT - Time Source: server

Document emailed to Michelle Fischer (mfischer@cityofdrippingsprings.com) for signature

2025-02-10 - 4:19:42 PM GMT

Email viewed by Michelle Fischer (mfischer@cityofdrippingsprings.com)

2025-02-11 - 2:37:45 PM GMT

Document e-signed by Michelle Fischer (mfischer@cityofdrippingsprings.com)

Signature Date: 2025-02-11 - 3:28:35 PM GMT - Time Source: server

Document emailed to goodjaydesign@gmail.com for signature

2025-02-11 - 3:28:37 PM GMT

Email viewed by [REDACTED]

2025-02-11 - 4:58:43 PM GMT

Signer [REDACTED] entered name at signing as Jason M. Booth

2025-02-11 - 5:04:12 PM GMT

Document e-signed by Jason M. Booth ([REDACTED])

Signature Date: 2025-02-11 - 5:04:14 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2025-02-11 - 5:04:14 PM GMT

Adobe Acrobat Sign

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Signature Date: 2025-02-11 - 5:04:14 PM GMT - Time Source: server

Adobe Acrobat Sign

Agreement completed.

2025-02-11 - 5:04:14 PM GMT

× Signatures

✓ Certified by Adobe Acrobat Sign <acrobat-sign-certified@adobe.com>

No changes are allowed

Valid certified document:

Source of Trust obtained from Adobe Approved Trust List (AATL) and Adobe Root CA.

Document has not been modified since it was certified

Signer's identity is valid

Signing time is from the clock on the signer's computer.

Signature is LTV enabled

Signature Details

Reason: Certified by Adobe Acrobat Sign

Certificate Details...

Last Checked: 2025.04.29 10:55:59 -05'00'

Field: ES\_CERTIFYING\_SIGNATURE (invisible signature)

Adobe Acrobat Sign



# Questions?