

## 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

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#### 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



DRIPPING SPRINGS	Contract Cover Sheet
Contract Number	GOO02102025 Une Ant more letters of content or and data of space-and is content aspective for 1935 an an JK 250 the California subdate is INDATAZETAL proceedings approach on the data the content is unletter to the objective.
Contractor with Contact Information	Janon Beeth dos Gaodysy Design Poc. avy Baon
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	Impurentir Zertificate. 015 Ø NA Earthof Declination Ø 173 NA 2205 Arganizang 175 Ø NA Diten Arganizang W-9
Council Meeting Date (if applicable)	

Approved as to form

Deputy City Attarney

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#### 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:

- 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. Liennse Grant: Contractor hereby grants to the City an exclusive, perpetual, worldwide, transferable, sublicensable, 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.
- 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**  Page 1 of 3



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8. Termination: 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.

9. 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 services of any kind.

- 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. 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 (ClQ 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 including any additional disclosure requirements.
- 12. Indemnification. 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.
- 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. 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:

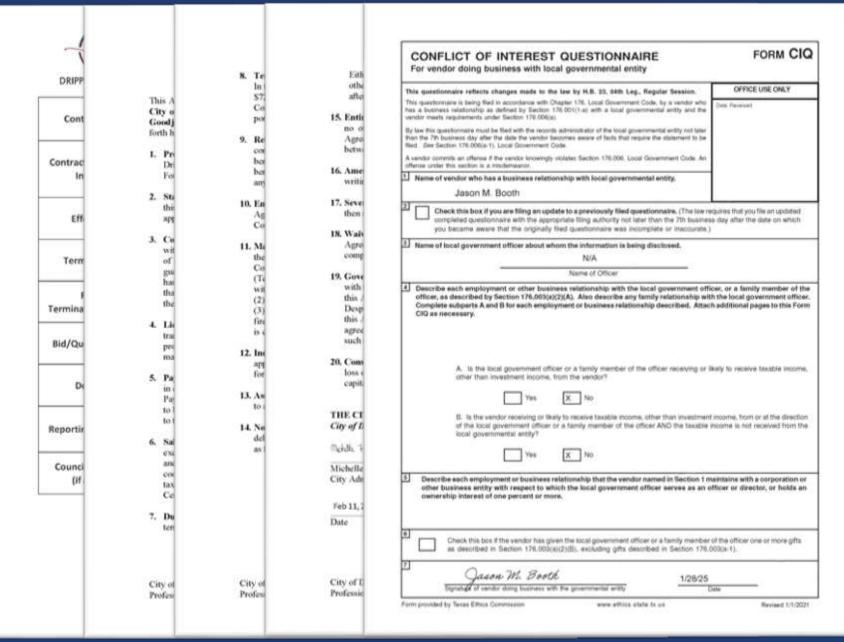
#### For the City: For the Contractor: Attention: City Administrator Attention: Jason Booth City of Dripping Springs P.O. Box 384 Dripping Springs, TN 78620 512-858-4725

512-858-4725

City of Dripping Springs Professional Services Agreement M7F Desen Booth

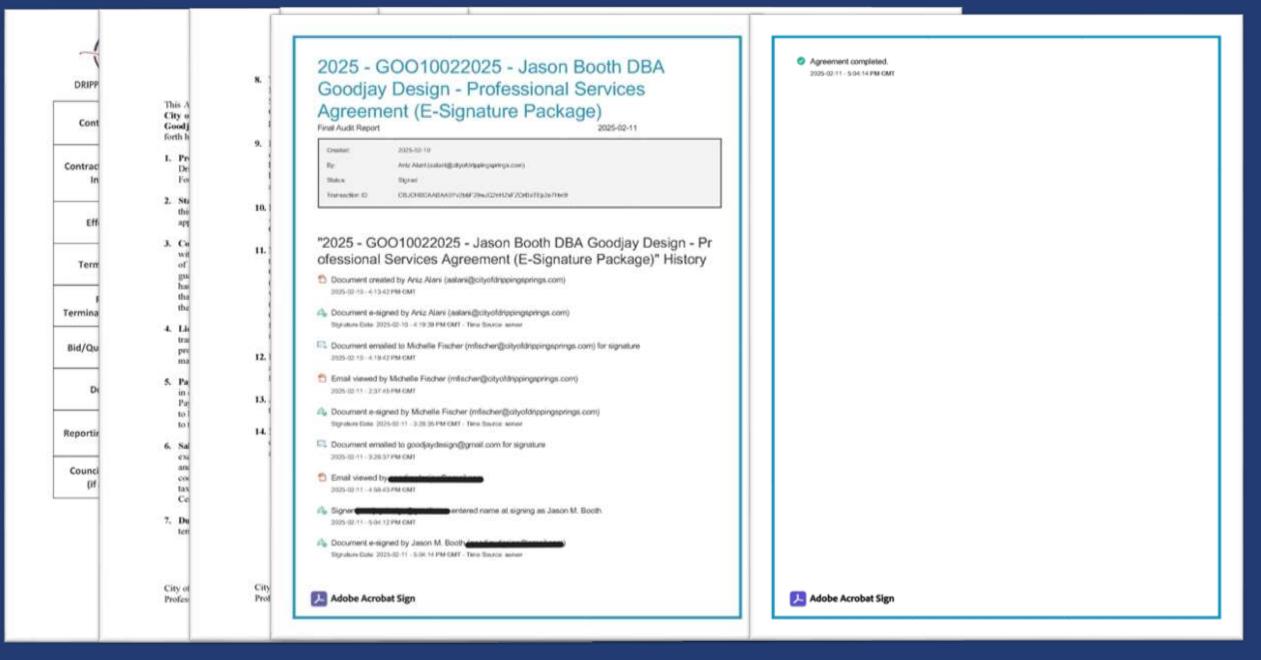
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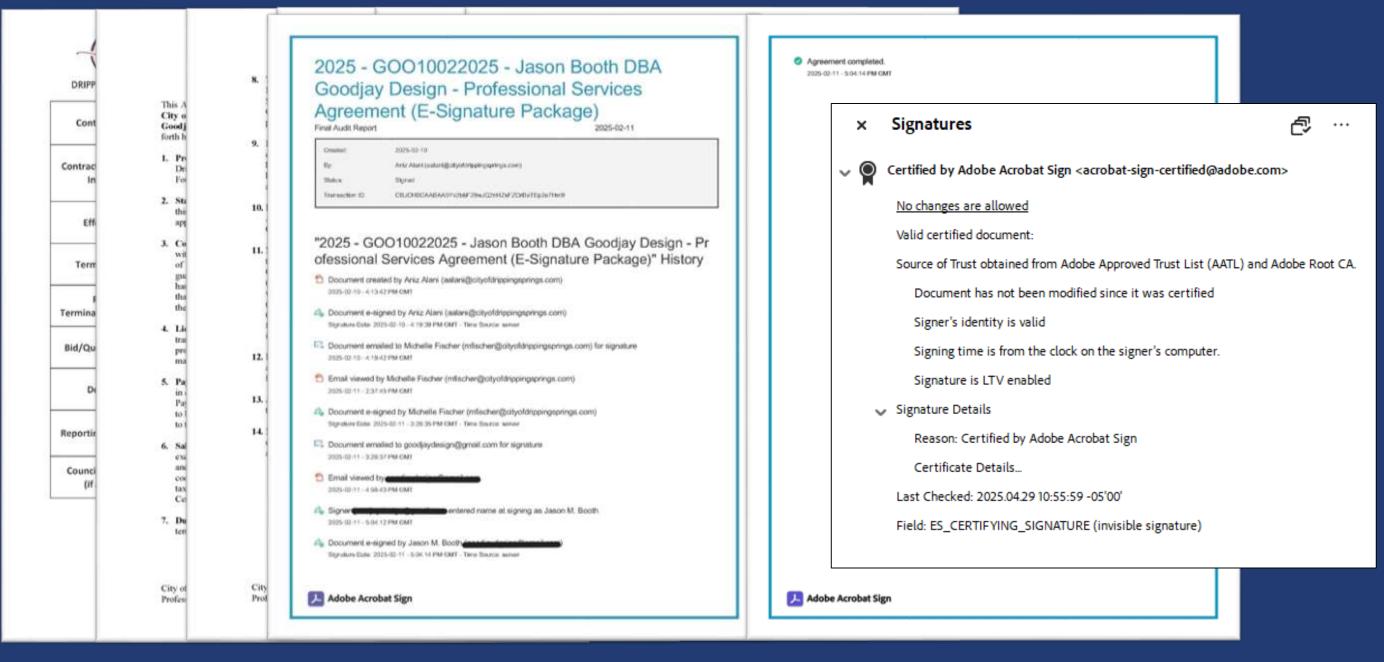






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