

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 2<sup>nd</sup> day of May, 2023 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **UniVista LLC**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Ranch Park Event Center Network Retrofit plan and procurement and installation of equipment.
- 2. Description of Services.** The City and Contractor agree to the following:
  - a. Contractor shall deliver reports to the IT Director via mail, in person, or other electronic means as appropriate.
  - b. Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
  - c. 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.
  - d. 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.
  - e. Performs other related duties as needed.
- 3. Scope of Work:** Scope of Work includes all work in Attachment “A”.
- 4. Attachments:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein
  - a. Attachment A: Proposal
  - b. Attachment B: Certificate of Insurance
- 5. Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed seventy-six thousand five hundred sixty six dollars and ninety-two cents (\$76,566.92). Invoices will be submitted monthly based on delivered receivables or service performed and payment is due within 30 days of City’s receipt and approval of the invoice.
- 6. Term:** The work will be commenced on or before May 2, 2023, and completed by August 31, 2023. This Agreement shall be in effect for a period of one year (12 months), unless terminated as provided below or if all work associated with Agreement is completed.

Contractor shall start work immediately after the execution of this Agreement.

- 7. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
- 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 engineering services.
- 9. 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.
- 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 (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; and (4) Contractor does not boycott energy companies. In addition, a Form 1295 issued by the Texas Ethics Commission must be submitted through the Ethics Commission website prior to commencement of work.
- 12. 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 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.
- 13. 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.

**14. 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.

**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:**

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

**For the Contractor:**

Attention: Larry Whelan  
UniVista LLC  
P.O Box 218  
Cedar Park, TX 78630  
512-832-6209

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 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:**

**UNIVISTA LLC**

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Michelle Fischer, City Administrator

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

