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**PERSONAL SERVICES AGREEMENT**

This Agreement, made and entered into this, the \_\_\_ day of \_\_\_\_\_ 2023, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and Draft, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

**1. Description of Services.** The City and Contractor agree to the following:

Contractor will provide \_\_\_\_\_ services during the 2023 Founders Day Festival on April \_\_\_\_\_, 2023 from \_\_\_\_\_ .m. to \_\_\_\_\_ .m.

All services will be performed in a courteous and professional manner.

**2. Term.** This Agreement runs from the date of execution to April 30, 2023 or when all services and payment are rendered, whichever comes last.

**3. Payment for Services.** The City will compensate Contractor \_\_\_\_\_ dollars (\$\_\_\_\_\_). If this Agreement and all required documentation is finalized by April 14, 2023, then the Contractor will be paid the day of the event. If this Agreement is not finalized or any document is missing on April 14, 2023, then the payment will be provided within seven (7) days of execution of this Agreement. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

**4. 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 legal services.

**5. Termination.** This Agreement may be terminated by mutual consent of the parties or by either party thirty (30) days prior to the commencement of the Event.

**6. 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.

**7. 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.

**8. 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 must also

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provide a W-9 to the City prior to payment if payment is greater than \$600.

9. **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.

10. **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.

11. **Applicable Law and Venue.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Travis County, Texas.

12. **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. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Fischer  
City Administrator

~~\_\_\_\_\_~~  
Contractor

\_\_\_\_\_  
Date

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Date

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