

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, made and entered into this 15<sup>th</sup> day of June 2021, by and between the **City of Dripping Springs**, Texas, hereinafter referred to as the “City” and **Environmental Concepts, LLC**, hereinafter referred to as “Inspector,” is understood and agreed to be as set forth herein:

- 1. Description of Services:** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the health and safety of food establishments, day cares, and the construction and operation of On-Site Sewage Facilities (OSSF, also known as “septic systems”) and State Regulations as they refer to various OSSF and environmental health codes and requirements, requires the services of a City Inspector.
  - (a) The Inspector shall be retained by the City under the designation of “City Inspector.”
  - (b) Inspector agrees to make all inspections and issue permits required or requested by the City under appropriate ordinances of the City. Such inspections and permits shall include, but not be limited to, those related to food establishments, schools, childcare facilities, health care facilities, and on-site sewage facilities.
  - (c) Upon City’s request, Inspector will make written reports noting ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the office via mail, in person, facsimile, or other electronic means within two (2) business days after the receipt of request for inspection.
  - (d) Inspector shall investigate complaints of poor sanitation in public establishments and private property.
  - (e) Inspector shall explain City health ordinances and recommend corrective actions to the public.
  - (f) Inspector shall perform follow-up inspections, issue warnings and/or citations and ensure proper issuance of City health permits.
  - (g) Inspector shall review OSSF permit applications and issue OSSF permits.
  - (h) Inspector shall submit required reports to the State regarding environmental health and OSSFs.
  - (i) Inspector may from time to time be called upon to perform the following services:
    - (1) attend meetings of the City Council, when requested by the Mayor, Council Member, or other City Official; and/or
    - (2) attend other public or private meetings involving inspection matters related to the duties performed under this Agreement.

- (j) Request for the inspection may be made by telephone or fax. Upon notification and when available, Inspector will honor the request within two (2) business days.
- (k) Request for inspection services may be made by telephone or fax.
- (l) Inspector shall conduct business as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. City Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council. Inspector will report to the City, verbally or in writing, any conflicts between Inspector and any citizen in the course of performing said duties.
- (m) City may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
- (n) Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state, "open government laws."

**2. Payment for Services:** The City will employ the Inspector for the following fee structure:

- (a) **Office Hours:** Inspector shall observe regular office hours on Thursdays and one other day, as available, until needed or duties are completed. Office Hours shall be maintained in the City Hall complex. Office Hours shall be compensated at an Hourly Rate of \$66.00 per hour, plus mileage reimbursement at the current IRS rate. Office Hours may be rescheduled by the City and/or Inspector as needed to conform to the City's holiday schedule. The City and/or Inspector reserves the right to change office hours upon consultation with the other.
- (b) **Inspections:** Health, Food & OSSF Inspections shall be compensated at a rate of \$140.00 per inspection, plus mileage to be reimbursed at the current IRS rate. All inspections shall be performed at times other than the Inspector's Office Hours. Other duties occurring outside the realm of scheduled office hours/days (i.e. special events, council meetings, etc.) will be compensated at \$135.00 per hour plus mileage at the current IRS rate.
- (c) **Invoices:** Inspector shall invoice City monthly for office hours and for each inspection and re-inspection performed. Invoices shall include a description of the work performed during office hours and the address and type of inspection performed. Re-inspection fees shall be those fees identified above.

**3. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice to the other party.

**4. Relationship of Parties:** It is understood by the parties that Inspector 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 Inspector. Inspector shall maintain a separate place of business, from which inspector can provide services to other customers unrelated to the City. Inspector shall provide the tools, equipment and supplies necessary for completion of the tasks covered by this Agreement.

- 5. Employees:** Inspector's 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, Inspector shall provide adequate evidence that such persons are Inspector's employees.
- 6. 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 Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>

- 7. Injuries/Insurance:** Inspector acknowledges Inspector's obligation to obtain appropriate insurance coverage for the benefit of Inspector's employees, if any. Inspector waives the rights to recovery from City for any injuries that Inspector and/or Inspector's employees may sustain while performing services under this Agreement. Inspector to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period.
- 8. Indemnification:** INSPECTOR 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 INSPECTOR, INSPECTOR'S EMPLOYEES, IF ANY, AND INSPECTOR'S AGENTS.
- 9. Assignment:** Inspector'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.
- 10. 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:

**If for the City:**

City of Dripping Springs  
PO Box 384  
Dripping Springs, TX 78620

**If for the Inspector:**

Environmental Concepts, LLC  
PO Box 585  
Wimberley, TX 78676

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.

**11. 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.

**12. Amendment:** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**13. 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.

**14. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

**16. Venue:** The venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

**17. 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.

**CITY OF DRIPPING SPRINGS:**

**ENVIRONMENTAL CONCEPTS, LLC:**

\_\_\_\_\_  
Bill Foulds, Jr. Mayor

\_\_\_\_\_  
Kyle DeHart, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary