

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Everon, LLC**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Project Summary:** Provision and installation of Edwards FACP at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas.
- 2. Scope of Work:** Scope of Work includes all work in Attachment “A” (the “Goods and Services”) and including inclusions and exclusions as outlined in Attachment “A”. The Contractor will report directly to Emily Nelson at (737) 702-6399 or Lily Sellers at (512) 435-7607.
- 3. Standard of Care:** The Contractor will provide the Good and 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. The Contractor represents and warrants that it has the skill, expertise and qualifications to perform and provide the Goods and Services described in Attachment “A”.
- 4. Attachment:** All attachments to this Professional Services Agreement are hereby made part hereof as if fully set out herein, and any reference herein to “Agreement” includes the body of this Professional Services Agreement and the following attachment:

Attachment A: City of Dripping Springs Proposal

- 5. Payment for Goods and Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$36,519.06 as set out in Attachment “A” (the “Cap”). If additional work is needed, payments in excess of the Cap must be approved by the City in writing.
- 6. Duration:** This Agreement shall remain in effect for one year from date of execution, 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 services of any kind.
- 9. 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.

- 10. 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; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 11. 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
- 12. Insurance.** Contractor shall provide statutory Workers' Compensation insurance as required by state law, covering all employees of Contractor engaged in the performance of work under this Agreement. Contractor shall maintain Commercial General Liability (CGL) insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage. The CGL insurance shall include coverage for premises-operations, products-completed operations, contractual liability, and independent contractors. Contractor shall maintain Automobile Liability insurance covering all owned, hired, and non-owned vehicles used in connection with the work performed under this Agreement, with a minimum combined single limit of \$500,000 per accident for bodily injury and property damage. Contractor shall provide the City with certificates of insurance evidencing all required coverages and endorsements. The certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation, non-renewal, or material change in coverage. The City of Dripping Springs shall be named as an additional insured on all required liability policies. All insurance policies required herein shall be primary and non-contributory with any insurance or self-insurance maintained by the City. Each liability policy shall provide for a waiver of subrogation in favor of the City. Failure to maintain the insurance required herein may result in termination of this Agreement at the City's option.
- 13. 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:**

Attention: City Administrator  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

**For the Contractor:**

Attention: General Counsel  
Everon LLC  
1591 Yamato Road  
Boca Raton, FL 33431

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.

**15. 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 the body of this Agreement and Attachment "A", the body of this Agreement shall prevail.

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

**17. 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.

**18. 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.

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

**20. Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

**21. 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.

**22. 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.

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

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Ginger Faught  
Deputy City Administrator

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Date

**CONTRACTOR:**  
*Everon LLC*

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Name:  
Title:

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Date

ATTACHMENT "A"