

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 13th day of April 2021 and between the City of Dripping Springs, Texas (hereinafter referred to as the “City”) and Andrew Gauld/Scott Oldner Lighting (hereinafter referred to as “Contractor”) for lighting plan review and consultation, is understood and agreed to be as set forth herein:

**1. Description of Services:** The Contractor shall perform the below duties as needed by the City.

- (a) Contractor shall use his lighting and engineering expertise to review lighting plans for the City.
- (b) The City may call on Contractor’s consultation services concerning lighting as needed.
- (c) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (d) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned. Contractor shall assist the City in the selection of additional contractors when requested by the City.
- (e) Contractor 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,
  - (2) City Administrator, or Deputy City Administrator; and/or
- (f) Attend other public or private meetings involving review of matters related to the duties performed under this Agreement.
- (g) Contractor shall conduct business in good faith, displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (h) 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.
- (i) 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.

(j) Contractor shall perform other related duties as needed.

2. **Payment for Services:** The City will compensate Contractor at \$110 per hour for providing services and \$55 per hour for travel time. No minimum amount of hours is guaranteed. Contractor shall invoice City on a monthly basis. Invoices will be reviewed by the City Administrator or the Administrator's designee. The City shall reimburse the Designer out of pocket expenses incurred in the performance of its services on the project including mileage, printing, mock-up supplies, express mail, and courier services. Once approved, the invoice will be paid within thirty (30) days.
3. **Duration:** This Agreement shall be in effect for a period of one (1) year unless terminated as provided below.
4. **Renewal:** This Agreement shall automatically renew for successive one (1) year periods unless: (a) terminated, as set out below, or (b) either party provides notice of intent not to renew to the other party thirty (30) days prior to the end of the current term.
5. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice. All services provided prior to termination will be paid by the City pursuant to Section 2 above.
6. **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 related services.
7. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City. Contractor may also continue to perform work outside of his contract with the City so long as it is disclosed to the City and the requisite conflict of interest affidavits are filed by Contractor with the City.
8. **Employees:** Contractor'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, Contractor shall provide adequate evidence that such persons are Contractor's employees.
9. **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).
10. **Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees. Contractor will

provide a copy of insurance coverage to City at least ten (10) days prior to the 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.

**11. 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.

**12. 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.

**13. Notice:** All notices 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:**

Andrew Gauld  
Scott Oldner Lighting Design, LLC  
4645 Greenville Studio B  
Dallas Texas 75206  
214-414-1030

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.

**14. 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.

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

**16. 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.

**17. 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.

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

**19. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

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

\_\_\_\_\_  
Andrew Gauld

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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