



## Contract Cover Sheet

<b>Contract Number</b>	BPI04262024 <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan. 18, 2022. the Contract number is HDR0182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
<b>Contractor with Contact Information</b>	Company: BPI, Inc <span style="float: right;">POC: Shane Bauerle</span>
	Address: 5501 W. William Cannon, Austin, Texas 78749
	Phone Number: (512) 844-3900, (512) 288-5522
<b>Effective Date</b>	Date of last signature
<b>Termination Date</b>	Conclusion of Founders Day Festival 2024
<b>Renewal/ Termination Notice Date</b>	non-renewal
<b>Bid/Quotes/ Budgeted</b>	FD24 Budget
<b>Finance Review</b>	yes
<b>Contract Amount</b>	<b>\$1,000.00</b>
<b>Department</b>	PCS Community Events Founders Day Festival 2024
<b>Reporting Requirements</b>	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	Conflict Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input type="checkbox"/> NA
	Other Reporting Requirements:
<b>Council Meeting Date (if applicable)</b>	n/a administrative approval



**DRIPPING SPRINGS**  
Texas  
**FOUNDERS DAY FESTIVAL 2024**  
**Participation Agreement**

This *Founders Day 2024 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and **BPI, Inc** (“Contractor”).
2. **DEFINITIONS:**
  - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
  - (b) **City Council:** The governing body of the City of Dripping Springs.
  - (c) **Event:** The Founders Day Festival, a civic celebration.
  - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide street sweeping services, more particularly described in *Attachment “A”*, which is incorporated herein for all intents and purposes.
4. **SCOPE:** is Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A” from **April 26 to April 28, 2024**.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the Founders Day event area (west from RR 12 to Drippings Springs High School, south from Mercer St. to Hwy 290, and a portion of Old Fitzhugh Road).
6. **CONSIDERATION:**
  - 6.1 In consideration of Contractor’s participation in the Event, the City is to pay Contractor one thousand dollars and zero cents (**\$1,000.00**).
  - 6.2 Such fee shall be due and payable by check payable at the party’s principal place of business no later than thirty (30) days after execution of this Agreement.

**7. SUPPLIES:**

7.1 Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**9. TERMINATION:**

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

9.6 *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled, or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

**10. SITE MAINTENANCE:**

10.1 Contractor shall not perform waste or damage the site.

10.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

10.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

10.4 Contractor shall provide trash can and remove all trash it generates from the Event.

**11. INDEPENDENT CONTRACTOR:** The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

**12. SAFETY:** Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

**13. INSURANCE:**

**13.1 City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

**13.2 Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**14. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**15. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

**16. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

**17. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below:

**To the City:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**  
BPI, Inc  
Attn: Shane Bauerle  
5501 W. William Cannon  
Austin, Texas 78749  
(512) 844-3900  
(512) 288-5522

**18. ASSIGNMENT:** Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.

- 19. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 20. SEVERABILITY:** Any provisions of the Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.
- 22. 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.
- 23. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 24. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

**BE IT HEREBY AGREED & APPROVED,** for good and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

**CITY OF DRIPPING SPRINGS**

**BPI, INC**

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

  
\_\_\_\_\_  
Shane Baerle, President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

ATTEST:

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



BPI - BAUERLE PARTNERS, INC.  
5501 W. WILLIAM CANNON DRIVE, STE. A  
AUSTIN, TEXAS 78749

TO: CITY OF DRIPPING SPRINGS  
ADDRESS: 511 W. MERCER ST.  
DRIPPING SPRINGS, TEXAS 78620

PROJECT NAME: FOUNDERS DAY 2024  
PROJECT ADDRESS: MERCER ST.  
DRIPPING SPRINGS, TEXAS 78620

ITEM NO.	ITEM DESCRIPTION	QTY.	U.M.	TOTAL (\$)
1	SWEEPING / ROADWAY CLEANING * A CONTINUATION OF SERVICES PROVIDED IN 2023.	1	LS	\$1,000.00

**NOTES:**  
PRICING PROVIDED IS FOR A 1X SERVICE.  
ADDITIONAL SERVICES WILL REQUIRE AN EXECUTED CHANGE ORDER.

**EXCLUSIONS:**  
TRAFFIC CONTROL  
ANY & ALL ITEMS NOT SPECIFICALLY MENTIONED ABOVE. (INCL. BONDING & PERMITS.)

PROPOSAL SUBMITTED BY: Adrian Benites, VP  
DATE: 11/20/23  
**THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN: 30 DAYS.**

**ACCEPTED:** THE ABOVE PRICE(S) AND CONDITIONS ARE HEREBY ACCEPTED:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

2/7/2024  
\_\_\_\_\_  
Date