Contract No. CIT20261006

TIRZ PROJECT MANAGEMENT SERVICES AGREEMENT

This **TIRZ Project Management Services Agreement** (the **"Agreement"**) is entered into effective as of the date of last execution, (the **"Effective Date"**) by and between the **City of Dripping Springs**, a Texas general law municipality (the **"City"**), and **Keenan E. Smith, AIA**, an individual doing business as City Lights Design Alliance (the **"Consultant"**). The City and **Consultant** may be referred to individually as a **"Party"** and collectively as the **"Parties"**.

1. **Services.** At the City's direction, Consultant will provide project management, staff support, liaison, and coordination services for selected projects in Tax Increment Reinvestment Zones Nos. 1 and 2 (**TIRZs**), currently identified as: (a) Stephenson Building and Downtown Parking Lot; (b) Old Fitzhugh Road; and (c) Mercer Street Paseo. Services may include coordinating requests for qualifications and project-team selection; organizing project teams; overseeing project tasks, studies, plans, schedules, budgets, deliverables, cost estimates, reports, and consultant invoices; supporting and advising the TIRZ boards and City; serving as liaison with Hays County, the Dripping Springs Community Library, and TIRZ landowners and developers; and coordinating with TIRZ administrators, financial advisers and consultants, and City legal counsel. Specific tasks may vary by project. Consultant will perform services only as directed by the City and has no authority to bind the City or approve expenditures on its behalf unless separately authorized in writing.

2. **Term.** The term begins October 1, 2026, and ends September 30, 2027, unless terminated earlier under this Agreement. Any continuation after that date requires a written agreement signed by both parties; any renewal rate must be agreed to in writing.

3. **Compensation and invoicing.** The City will pay Consultant $150 per hour for authorized project coordination, liaison, and related services, based on an estimated average of 24 hours per month, up to a maximum of $43,200 for the term. The estimate is not a minimum purchase commitment. Consultant will submit monthly invoices identifying the services performed, dates, hours, and applicable project. Amounts properly invoiced are due on receipt, subject to the annual maximum. Consultant may not exceed the maximum or charge additional services or expenses unless the City approves them in writing in advance through an amendment signed by both parties. No work performed without that approval increases the City's payment obligation.

4. **Excluded services.** This Agreement does not include preparation of construction documents or surveying, structural, electrical, civil, geotechnical, or mechanical engineering services. Any additional scope requires the written approval described in Section 3.

5. **Termination.** Either party may terminate this Agreement on 30 days' written notice to the other party. Upon termination, the City will pay for authorized services performed through the effective termination date, subject to the maximum in Section 3. Consultant will deliver to the City work product prepared for the City through that date.

6. **Independent contractor.** Consultant is an independent contractor, not a City employee. The City will not provide employee benefits, including health insurance or paid vacation. The City may retain others to provide project management services.

7. **Conflicts of interest.** Consultant will notify the City and the TIRZ boards in writing of any potential conflict involving a third-party client. If a TIRZ board or the City Council identifies a direct conflict between a third-party project and the TIRZs, it will notify Consultant in writing. If the conflict cannot be resolved to the satisfaction of the parties, Consultant or the City may terminate this Agreement on seven days' written notice.

8. **Required disclosures and legal compliance.** Consultant will provide disclosures, certifications, and forms required by applicable Texas law for this Agreement, including any applicable conflict-of-interest questionnaire and certificate of interested parties. Consultant will comply with applicable Texas requirements for government contracts, including applicable restrictions concerning boycotts, firearm entities and trade associations, energy companies, and designated foreign terrorist organizations. A representation in this section applies only to the extent required by law for this Agreement and Consultant.

9. **Insurance and injuries.** Consultant is responsible for obtaining appropriate insurance coverage for Consultant and any employees used to perform services. To the extent permitted by law, Consultant waives claims against the City for injuries sustained by Consultant or Consultant's employees while performing under this Agreement. If Consultant uses employees for City services, Consultant will provide the City evidence of insurance at least 10 days before the expiration of existing coverage.

10. **Limitation of liability.** To the fullest extent permitted by law, Consultant's total liability to the City for injuries, claims, losses, expenses, damages, or claim expenses arising from Consultant's performance, other than amounts insurable under Consultant's insurance policies, will not exceed the total fees paid to Consultant under this Agreement. This limitation applies to claims based on negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Consultant is not liable under this Agreement for construction or design activities performed by third parties. Nothing in this section limits a liability that applicable law prohibits the parties from limiting.

11. **Assignment.** Consultant may not assign or transfer its obligations under this Agreement without the City's prior written consent.

12. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, nationally recognized overnight courier, certified mail, or email with confirmation of transmission, addressed as follows:

To the City:
City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To Consultant:
Keenan E. Smith, AIA
18320 Shepherds Corral
Dripping Springs, TX 78620
(512) 659-5062
keenan.e.smith.aia@gmail.com

Either Party may change its notice address by written notice to the other Party. Notice is deemed received upon delivery if delivered by hand or confirmed email, one (1) business day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, postage prepaid.

13. Entire agreement; amendments. This Agreement is the parties' entire agreement concerning these services for the term stated in Section 2 and supersedes prior agreements concerning services during that term. It does not retroactively change payment obligations accrued before October 1, 2026. An amendment must be in writing and signed by both parties.

14. Severability; waiver. If a provision is invalid or unenforceable, it will be limited to the extent necessary to be enforceable, and the remaining provisions will remain in effect. A party's failure to enforce a provision is not a waiver of its right to enforce that provision later.

15. Governing law and venue. Texas law governs this Agreement. Venue for a dispute arising under this Agreement is in Hays County, Texas.

CITY OF DRIPPING SPRINGS **KEENAN E. SMITH, AIA**