

## **AGREEMENT FOR CONSULTING & PERSONAL SERVICES**

**THIS AGREEMENT** (herein "**Agreement**") is made by and between the City of Hilshire Village, Texas, a general law municipality, (herein "**City**") and CONSULTANT (herein "**Consultant**").

The parties agree as follows:

**1.0 SERVICES.** Consultant will provide the consulting and personal services to perform the services defined in Exhibit A, "Scope of Services", or as otherwise authorized by the City's Council or City Administrator.

### **2.0 TERM; TERMINATION.**

**2.1 Term.** The term of this Agreement shall begin upon execution by Consultant and City, and shall remain in full force and effect until terminated pursuant to paragraph 2.2 of this Agreement.

**2.2 Termination.** The parties agree that either party has the right to terminate, for any reason or for no reason, this Agreement at any time by providing written notice to the other party, whereupon termination is effective from the date of the notice. Upon termination, the City will owe Consultant for all compensation earned to the date of termination. In no event shall the City be liable to Consultant for any damages on account of such termination or anticipated profits with respect to the remainder of work.

### **3.0 COMPENSATION; REIMBURSEMENT OF EXPENSES.**

**3.1 Compensation.** Consultant shall be retained for services and compensated at a rate of \$60.00 per hour, up to 20 hours per month, unless authorized in writing by the City Secretary, with no more than 10 hours per month for services provided off-site.

**3.2 Direct Non-labor Expenses.** Consultant may be reimbursed for reasonable actual expenses for travel expenses outside of Harris County, including round-trip business class airfare, hotel accommodations, meal expenses, and surface transportation; provided such travel is approved by the City in advance. Expenses are not subject to additional service charges.

**3.3 Electronic Equipment.** The City shall provide the Consultant with necessary technology, as applicable. Any and all electronic equipment provided by the City to the Consultant shall remain the property of the City, and shall be returned to the City upon termination of this Agreement. All software programs and files belonging to the City shall also be returned to the City upon termination of this Agreement..

**3.4 Payment.** Monthly payment will be made following submission to the City Administrator an invoice for the services provided and expenses incurred. This agreement is subject to the provisions of the Texas Prompt Payment Act, Texas Government Code chapter 2251.

**4.0 RECORDS; AUDIT RIGHTS.** All information received from the City shall be treated as confidential and shall only be used in connection with the services required by this Agreement. All documents, drawings, specifications and other records prepared or produced by the Consultant for the City shall be the property of the City and the City shall have the unencumbered right to use and dispose of said records. In addition, Consultant agrees to keep and maintain accurate records, correspondence, books, financial accounts and other information relating to this Agreement, including travel vouchers for all time and expenses allocated to the performance of the work under this Agreement. The City reserves the right to

inspect Consultant's records at any reasonable time. All records shall be kept for a period of not less than five years unless the Consultant is notified in writing by the City of the need to extend the retention period. The City's representatives shall have the right to reproduce any of the work products and records specific to this Agreement at the City's expense.

**5.0 INDEPENDENT CONTRACTOR.** Consultant shall carry out the terms of this Agreement as an independent contractor and not as an employee of the City. Accordingly, Consultant shall not receive any employee benefits. For all purposes hereunder, Consultant shall be deemed to be an independent contractor, and it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between Consultant and the City. Consultant shall be, and operate as, an independent contractor in the performance of this Agreement.

**6.0 CONFLICTS; INTEREST OF PUBLIC OFFICIALS.** Consultant shall complete and file with the appropriate entities any statement of interest document required by law, including documents required by Texas Government Code Chapter 2252 and Texas Local Government Code Chapters 171 and 176, if any. No elected official, nor any other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement.

**7.0 COMPLIANCE WITH LAWS.** Consultant will comply with all applicable federal and state laws and regulations. Consultant agrees to comply with all laws and lawful regulations applicable to any activities carried out by Consultant in the name of or on behalf of the City under the provisions of this Agreement and/or any amendments to it. Compliance will be with such laws and regulations as they are written and enforced on the date services are provided. Consultant agrees that all financial settlements, billings and reports rendered to the City as provided for in this Agreement and/or any amendments to it, will, to the best of its knowledge and belief, reflect properly the facts about all activities and transactions handled for the account of the City, which data may be relied upon as being complete and accurate in any further recording and reporting made by the City for whatever purpose.

**8.0 NO ASSIGNMENTS; NO THIRD-PARTY BENEFICIARIES.**

**8.1 No Assignments.** Consultant shall not assign this Agreement nor sublet any of the work to be performed by it hereunder, without the express written consent of the City, and any such assignment or subletting, whether expressly authorized by this Agreement or done with such consent, shall not relieve Consultant from its responsibility for the performance of such work or any other of its obligations hereunder.

**8.2 No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties hereto only, and no provision shall be interpreted to grant or convey to any person not a Party to this Agreement any benefits or rights.

**9.0 INSURANCE.** Consultant shall provide insurance coverage during the term of this Agreement in accordance with the provisions of Exhibit "B", INSURANCE.

**10.0 NON-WAIVER.** The failure of the City to insist upon or enforce in any instance strict performance by Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment of any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**11.0 GOVERNING LAW; VENUE.** This Agreement shall be governed by laws of the State of Texas. If suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of Harris County, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Southern District of Texas, Houston Division, Texas.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as or the date first above written.

CITY OF HILSHIRE VILLAGE, TEXAS

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SUSAN BLEVINS (Consultant)

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## **EXHIBIT A, SCOPE OF SERVICES**

- Provide guidance to the City's personnel toward accomplishment of the City's goals and objectives.
- Develop strategies for accomplishing long and short-term goals of the City as established by the City Council, and assesses the effectiveness of plans, systems and operations.
- Ensure that the City's customer's and the Council's interests are protected.
- Assist in preparation of annual budget.
- Assist in the monthly, quarterly or annual spending and budget reports as requested by the City.

**EXHIBIT B,**  
**INSURANCE**

All insurance shall be written by an insurer licensed to conduct business in the State of Texas. Consultant shall, at Consultant's own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages that may arise out of or relate in any way to operations under this Agreement of the following types and limits:

- A. Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
  - 1. Minimum combined single limit of five hundred thousand (\$500,000) per occurrence for bodily injury and property damage.
  - 2. If individual limits are provided minimum limits are three hundred thousand dollars (\$300,000) per person, five hundred thousand dollars (\$500,000) per occurrence for bodily injury and one hundred thousand dollars (\$100,000) per occurrence for property damage.