

STATE OF TEXAS §
§ AGREEMENT FOR PROFESSIONAL SERVICES
COUNTY OF DALLAS §

This Agreement for Professional Services (the “Agreement”) is made by and between the City of Hutchins, Texas (“City”) and Dunaway Associates, LLC (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to provide professional planning consulting services to the City, as more fully set forth in Exhibit “A” attached hereto and made a part herein by reference, and in accordance with the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The Term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1 This Agreement consists of the following items:

- A. This Agreement; and
- B. Professional’s Scope of Work (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

3.1 Professional shall provide the services specifically set out in Exhibit “A.”

3.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

3.3 All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with Professional Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article IV Schedule of Work

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with a work schedule established by City (the “Work Schedule”).

Article V Compensation and Method of Payment

5.1 City shall compensate Professional as set forth in Exhibit “A.” Payments shall be made to Professional within thirty (30) days of receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from City. Issuance of work orders under this Agreement shall be at the sole discretion of City.

5.2 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

6.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII Suspension of Work

The City shall have the right to immediately suspend work by Professional if the City determines in its sole discretion that Professional has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VIII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article IX Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the City shall not: train Professional, require Professional to devote her full-time services to City, or dictate Professional's sequence of work or location at which Professional performs her work.

Article X Insurance

Professional shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents, and employees as additional insureds), insurance coverage as set forth in Exhibit "B". Professional shall provide signed Certificates of Insurance verifying that Professional has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

Article XI Indemnification

PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

12.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

12.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

12.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.9 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City of Hutchins
Attn: James W. Quin
City Administrator
City of Hutchins
321 North Main Street
P. O. Box 500
Hutchins, Texas 75141
Phone: (972) 225-6121
j.quin@cityofhutchins.org

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
Telephone: 214-965-9900
jgorfida@nicholsjackson.com

If intended for Professional:

Stephen Cook, AICP
Senior Planner | Associate
Dunaway Associates, LLC
550 Bailey Avenue
Suite 400
Fort Worth, Texas 76107
Phone: (817) 335-1121
scook@dunaway.com

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. Professional agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine, and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

12.14 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature page to follow]

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(02-06-2025: 4908-2522-8055, v. 1)

EXECUTED this _____ day of _____, 2025.

Dunaway Associates, LLC

By: _____
Name: _____
Title: _____

EXHIBIT “A”
Scope of Work



To:
James Quin
City Manager
City of Hutchins
321 North Main Street
Hutchins, TX 75141

From:
Stephen Cook, AICP
Senior Planner |
Associate

Dunaway Location
550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

Dunaway No. P009108.002

January 16, 2025

Reference: Proposal for Professional Services
Hutchins, Texas

Mr. Quin:

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional planning consulting services for the City of Hutchins, Texas. Based on the pending needs of the City, we believe the following scope of services will provide a guidance to how planning services may be provided to the community.

Project Understanding

Dunaway has thoroughly enjoyed our time in assisting the City of Hutchins on the creation of a new Comprehensive Plan. With increasing development pressures in North Texas, it is important that Hutchins anticipates and guides the pending growth in a way that enhances the quality of life for both current and future residents. The next step in this process is modification of tools that the city uses to help guide and direct growth and make development ordinances understandable to applicants and implementable for city staff. In order to accomplish this goal, Dunaway proposes to assist the City of Hutchins in the updating and writing of the Zoning Ordinance of the City.

Executive Fee Summary

Zoning Ordinance Rewrite	75,000.00
1. Task 1: Zoning and Subdivision Ordinance Diagnosis.....	25,000.00
2. Task 2: Initial Draft Ordinances	35,000.00
3. Task 3: Public Review Draft Ordinances	8,000.00
4. Task 4: Public Hearing Draft Ordinances	2,500.00
5. Task 4: Public Hearings	4,500.00
6. Task 6: Additional Meetings.....	Hourly Rate

dunaway.com



Proposal for Professional Services
Hutchins, Texas
Page 2

FEE

Dunaway proposes to provide the scope of work described below based on the attached 2025 Standard Hourly Bill Rate Schedule. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal

Total: Lump Sum Services 75,000.00

Total: Hourly Services Not to Exceed 5,000.00

* Customary in-house expenses incurred by Dunaway related to performing this Scope of Services are included in the lump sum fee listed above (e.g., in-house copies, mileage, tolls, computer plotting, photography, meals, etc.). Special request expenses for out-of-house services are not included in the lump sum fee listed above and will be billed as a reimbursable expense. These may include, but are not limited to: couriers/deliveries, repro services, multiple print copies, binding, dry mounting, etc.

dunaway.com

DETAILED SCOPE OF WORK

ZONING and SUBDIVISION ORDINANCES

1. Zoning and subdivision Ordinances-Diagnosis Dunaway will examine the extent of a general overhaul of the City's Zoning and Subdivision Ordinances, and provide feedback on the evaluation of the need for modification of the Zoning and Subdivision Ordinances including the following areas:
 - 1.1 Existing Plans Review – Utilize the goals, objectives and strategies developed for Hutchins' Comprehensive Plan and work with City Staff to identify and collect other documents, studies and base data required for the evaluation of the zoning ordinance. Included in this study are development standards which are working for the City and which are not.
 - 1.2 Kick-Off Meeting Meet with City Staff at the start of the project to discuss the project scope, work plan, schedule and logistics. Discuss substantive issues to be addressed as part of the project. Consult with the City Attorney.
 - 1.3 Committee Meeting – Meet with City Committee (2 meetings) to gain insight into development issues and concerns.
 - 1.4 Public Engagement – Provide materials for the City's website and social media accounts. Consider meeting (1) with a committee of stakeholders to inform the ordinance writing and review ordinance drafts.
 - 1.5 Evaluation of Existing Neighborhoods and Corridors and Districts. With staff, identify neighborhoods, corridors, and districts that warrant more detailed regulations. Utilize existing Dunaway knowledge of Hutchins' zoning districts and land uses and spot check field surveys and other research to gain a better understanding of neighborhoods.
 - 1.6 Prepare Diagnosis and Solutions Memo – Develop a short diagnosis document summarizing the findings from tasks 1.1-1.5. Assess the Zoning Subdivision Ordinances in terms of the long range plan of the City, usability and compliance with State and Federal laws especially with recent Texas Local Government Code Legislation. Draft an initial outline of the ordinances.
2. Initial Draft Zoning and Subdivision Ordinances – Prepare initial (internal) review draft of the new zoning and subdivision ordinances. Present draft Zoning and Subdivision Ordinances to staff for review and discussion. Include changes and new provisions identified in Task 1 as well as general editing and technical changes. Identify substantive amendments to existing regulations through notes referring back to sections that have been changed.

- 3 Public Review Draft Ordinances – Prepare public review draft of the new Zoning and Subdivision Ordinances reflecting comments and direction received from staff during Task 2.
- 3.1 Public Reviews – Present to Town Committees and conduct a public review open house (1 meeting) after providing the draft to the City's website. Produce a quick handout about what has changed and what to expect from the Zoning and Subdivision Ordinance.
- 4 Public Hearing Drafts - Dunaway will take feedback from Task 3 and all stakeholders and modify the Ordinances for public hearings before the Town Planning and Zoning Commission and Town Council.
- 5 Adoption Process –
 - 5.1 Public Hearings Dunaway will develop presentations for public hearings with the Planning and Zoning Commission (2) and City Council (2).
 - 5.2 Final Adopted Ordinance Prepare and deliver final versions of the Zoning and Subdivision Ordinances incorporating any changes directed during adoption process. Provide documents in digital format, including an internet ready, version of the new ordinance.
- 6 Additional Meetings – If additional meetings are required by the City as not previously outlined in the tasks above, additional meetings with the community, stakeholders or appointed and elected officials will be billed hourly to the Standard Conditions outlined below.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Parkland Master Planning
2. Park Design and Construction Management
3. Base GIS Mapping including layers other than zoning
4. Secure Web Mapping Portal and Maintenance
5. Capital Improvement Planning, Engineering, Design and Construction
6. Surveying
7. Structural Engineering Design and Construction of City Facilities



Proposal for Professional Services
Hutchins, Texas
Page 5

If this proposal meets with your approval, please sign below, and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company

Agreed & Accepted

CITY OF HUTCHINS

A handwritten signature in blue ink that reads 'Stephen A. Cook'.

Stephen Cook, AICP
Senior Planner | Associate

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Standard Terms & Conditions

EXHIBIT “B”
Insurance Coverage Required

Procurement and Evidence of Insurance. Professional must provide City with a certificate or copy of its insurance policy(s) evidencing the coverage and coverage provisions identified below no later than ten (10) days prior to the Performance. All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have an A.M. Best’s rating A- or greater.

All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice to City. Evidence of such insurance shall be provided to City by delivering certificate(s) of insurance and policy endorsements.

Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence and
 - ii. Each Occurrence Limit \$1,000,000 each occurrence.

Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired, or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

4908-2522-8055, v. 1