

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, the “Agreement”) is made and entered into as of this 21st day of December 2022 (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and CitizenLab Inc., a Delaware corporation (hereinafter the “Consultant”).

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Consultant as set forth therein, the City and Consultant agree to the following terms and conditions of Agreement:

I. Project and Employment.

- a. The City agrees to employ the Consultant to perform the professional services for the purpose of creation of a citizen engagement and participation platform (hereinafter, the “Project”) as described in greater detail in the Consultant’s proposal and the various attachments attached thereto which are attached to this Agreement as **Exhibit A** and incorporated by reference herein. Should any term or condition in **Exhibit A** conflict with any term or condition in this Agreement, the term and conditions in this Agreement shall control.
- b. Notwithstanding anything to the contrary contained in this Agreement, City and Consultant agree and acknowledge that City is entering into this Agreement in reliance on Consultant’s special and unique abilities. Consultant accepts the relationship of trust and confidence established between it and City by this Agreement. Consultant acknowledges that Consultant shall be solely responsible for determining the methods for performing the services described in **Exhibit A**. Consultant covenants with City to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of City in accordance with City’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Consultant warrants, represents, covenants, and agrees that all of the work to be performed by Consultant under or pursuant to this Agreement shall be done (i) with the Consultant skill and care ordinarily provided by competent [professionals, engineers or architects], as the case may be, practicing under the same or similar circumstances and applicable Consultant license; and (ii) as expeditiously as is prudent considering the ordinary Consultant skill and care of a competent [professional, engineer or architect], as the case may be.
- c. The Consultant will be responsible for supplying all tools and equipment necessary for the Consultant to provide the services set forth in **Exhibit A**.
- d. The City may, from time to time require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this Agreement.
- e. All reports, plans, specifications, computer files and other documents prepared by Consultant for which Consultant has been compensated pursuant to this Agreement shall be the property of City. Consultant will deliver to City copies of the prepared documents and materials. Consultant shall make all documents and related data and material utilized in developing the documents available to City for inspection whenever requested. Consultant may make copies of any and all such documents and items and retain same for

its files. Consultant shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than Consultant subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

- f. This Agreement will begin on the Effective Date and shall expire on the completion of all the tasks required under this Agreement or the 31st day of December, 2027, whichever occurs first.
- g. The Consultant will provide the scope of work as described in **Exhibit A**.
- h. In performing the services under this Agreement, the Consultant is acting as an independent contractor. No term or provision herein will be construed as making the Consultant the agent, servant, or employee of the City or as creating a partnership or joint venture relationship between the City and the Consultant.
- i. The cost of the Project will not exceed **\$9,500.00** and shall be paid by the City as the tasks are completed and accepted by the City on a monthly basis through invoices submitted by Consultant and as outlined in the following chart:

One Year Subscription	\$ 9,500
Implementation Fee	\$ Waived
Project Reporting	\$Waived
Communications Package	\$Waived
Total	\$ 9,500

- j. Any additional professional services or other expenses must be approved by the City and those amounts amended to this Agreement.
 - k. The Consultant will begin work on the Project December 31st, 2022, or as soon as a notice to proceed is provided to Consultant, and will complete the Project by December 30th, 2023.
- II. Other Provisions:
- a. Termination. This Agreement may be terminated by the City upon thirty (30) days written notice to Consultant in the event that the Project is abandoned or indefinitely postponed in which event, Consultant shall be compensated for all services performed to termination date.
 - i. Copies of all completed or partially completed reports prepared under this Agreement prior to the effective date of termination shall be delivered to City as a pre-condition to final payment.
 - b. Choice of Law. It is contemplated that this Agreement shall be performed in Travis County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Travis County, Texas. This

Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **INDEMNIFICATION.** Consultant hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents' employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, failure to pay a subprofessional, or supplier, error or omission of Consultant or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant's agent, subconsultant under contract, or another entity over which Consultant exercises control; provided, however, Consultant shall not be responsible for the negligence of any other party, other than its subconsultants and/or subcontractors. The Consultant's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement. This Section (Indemnification) shall survive termination and/or completion of this Agreement.

d. **NOTICES.** Any and all notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Notice to the City:

City of Manor
Attn: Scott Moore
105 E. Eggleston St.
Manor, TX 78653

With a copy to :

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson Lane
Austin, TX 78752

Notice to Consultant:

CitizenLab, Inc.
2093 Philadelphia Pike #1527
Claymont, DE 19703

With a copy to:

CitizenLab, Inc.
Billy Trakas
billy.trakas@citizenlab.co

e. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.

f. **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When

required, Consultant shall furnish the City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

- g. This Agreement and exhibits represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.
- h. ENTITY STATUS. By my signature below, I certify that Consultant is a Texas Corporation duly authorized to transact and do business in the State of Texas, and the individual executing this agreement on behalf of the Consultant is vested with the authority to bind the Consultant to this Agreement.
- i. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- j. Statutory Verifications.
 - i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
 - ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
 - iii. The Consultant hereby verifies that it and its parent’s company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of

- fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
- iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF MANOR,
a Texas municipal corporation

By: _____
Dr. Christopher Harvey, Mayor

Attest:

By: _____
Lluvia T. Almaraz, City Secretary

CONSULTANT:

CITIZENLAB INC,
a Delaware corporation



By: _____

Name: Wietse Van Ransbeeck

Title: CEO

EXHIBIT A
(SEE ATTACHED)