

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into the date of the last signature herein (the, "Effective Date"), by and between the City of Manor Texas, a home-rule Texas Municipal Corporation (the "City") and Hunden Partners (the "Contractor," and the City and the Contractor may be at times referred to as the "Parties").

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. **Scope of Services.** Contractor shall undertake a Mixed Use Sports/Entertainment Development Feasibility Study for the 236 acre East Manor Development No. 1 property, to be completed as more specifically described in the Proposal and Scope of Work provided by Contractor which are attached hereto and incorporated herein by reference as **Exhibit A** (collectively, "Proposal") and **Exhibit B** ("Revised Scope of Work").
2. Should any term or condition that appear in the Proposal and Revised Scope of Work contradict or are not consistent with any term of this Agreement, the terms and conditions of this Agreement shall supersede and control over any terms or conditions in the Proposal or Revised Scope of Work. As a condition of this Agreement, Contractor understands and agrees the City is a municipal corporation of the State of Texas and is bound by certain statutory requirements and limitations when contracting for services. The terms of this Agreement are required to create a binding and legal agreement with the City. Applicable statutory requirements may supersede or expand the terms of this agreement.
3. **Term and Termination.** This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date and ending as indicated on the Revised Scope of Work. This Agreement may be terminated by the City upon thirty (30) days written notice and opportunity to cure in the event that the project is abandoned or indefinitely postponed or breach by either party. In the event of termination, Consultant shall be compensated for all milestones completed prior to the termination date. 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.
4. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated within **Exhibits A & B**, provided that the total amount for services under this Agreement shall not exceed two hundred and ninety-eight thousand eight hundred dollars (\$298,800). Any increases in Compensation for subsequent terms from the Initial Term must be detailed in an amendment to this Agreement, signed by both parties, and subject to the City's budget reconciliation process. The City shall pay properly invoiced amounts for services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. Invoices paid past the (30) day deadline will not accrue interest.
5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES

CONTEMPLATED HEREUNDER. All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Proposal and Revised Scope of Work, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

6. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor upon request by the City.
7. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.
8. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, OFFICIALS, AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH, OR DAMAGE TO ANY PERSON OR PROPERTY WHICH ARISES IN THE PERFORMANCE OF THIS AGREEMENT. This indemnification provision, however, shall not apply to any claims, suits, damage, costs, losses, or expenses arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."
9. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.
10. Insurance. Contractor shall carry, and shall require any of its subcontractors to carry Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas.
11. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.
12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect, and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Travis County, Texas.
13. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof

and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

14. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

Notices to the City of Manor:
City of Manor
Attn: City Manager
105 E. Eggleston St.
Manor, TX 78653

Notices to Contractor:
Hunden Partners
213 W Institute Pl. STE 707
Chicago, IL 60610

With a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz
223 West Anderson Lane, Suite A-105
Austin, TX 78752

15. Entire Agreement. This Agreement and the following listed exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. **Exhibit B** supersedes any conflicting scope of work within **Exhibit A**. **Exhibit C** contains the mandatory and additional terms found in the request for proposal. Signing herein constitutes acceptance of the terms of **Exhibit C**.

Exhibit A: Contractor Proposal

Exhibit B: Contractor Revised Scope of Work

Exhibit C: Request for Proposal

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.
17. Late Delivery or Performance. If Contractor fails to deliver acceptable goods or services within the timeframes established in the project schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Contractor, who agrees to pay such costs within ten (10) days of invoice.
18. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.
19. This Contract may be executed in two or more counterparts, each of which will be deemed and original, but all of which together constitute one and the same instrument.
20. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. 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.

21. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
22. Contractor hereby verifies that it and its parent 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 this Contract. 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 on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
23. Contractor 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 Contract. The foregoing verification is made solely to comply with Section 2276.002, 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.
24. 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 Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

25. Contractor represents and warrants that Contractor is registered to conduct business in the State of Texas and the individual executing this Agreement is authorized to bind the Contractor to his Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the Effective Date as defined above.

THE CITY OF MANOR, TEXAS

Scott Moore, City Manager

DATE: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

HUNDEN PARTNERS

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A
Contractor Proposal

EXHIBIT B
Contractor Revised Scope of Work

EXHIBIT C
Request for Proposal