PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND O'BRIEN REALTY ADVISORS, LLC FOR THE CRAIG ROAD (PRESTON ROAD-FIFTH STREET) PROJECT (2140-ST)

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **O'Brien Realty Advisors, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Town desires to obtain professional services in connection with the Craig Road (Preston Road-Fifth Street) Project (2140-ST) hereinafter called "Project";

For the mutual promises and benefits herein described, Town and Consultant agree as follows:

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in <u>Exhibit A - Scope of Services</u> and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.

3. **Prompt Performance by Consultant**. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.

4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of <u>Forty-Five Thousand Five Hundred and 00/100 Dollars</u> (\$45,500.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub- consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

to Town, suspend professional services until paid.

Nothing contained in this Agreement shall require Town to pay for any work that is unsatisfactory as reasonably determined by Town or which is not submitted in compliance with the terms of this Agreement.

The Scope of Services shall be strictly limited. Town shall not be required to pay any amount in excess of the original proposed amount unless Town shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents**. Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel**. If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance**. Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in <u>Exhibit C - Insurance Requirements</u> and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. Indemnification. CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS. 10. **Notices**. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail to the following addresses:

O'Brien Realty Advisors, LLC	Town of Prosper
Chris Haller	Mario Canizares, Town Manager
3509 Hulen Street, Ste 201	PO Box 307
Fort Worth, TX 76107	Prosper, TX 75078
challer@obrien-row.com	mcanizares@prospertx.gov

11. **Termination**. The obligation to provide further services under this Agreement may be terminated by either Party in writing upon thirty (30) calendar days notice. In the event of termination by Town, Consultant shall be entitled to payment for services rendered through receipt of the termination notice.

12. **Sole Parties and Entire Agreement**. This Agreement shall not create any rights or benefits to anyone except Town and Consultant, and contains the entire agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

13. **Assignment and Delegation**. Neither Town nor Consultant may assign its rights or delegate its duties without the written consent of the other Party. This Agreement is binding on Town and Consultant to the extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Town officer, employee or agent.

14. Texas Law to Apply; Successors; Construction. This Agreement shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the Parties hereto and their representatives, successors and assigns. Should any provisions in this Agreement later be held invalid, illegal or unenforceable, they shall be deemed void, and this Agreement shall be construed as if such provision had never been contained herein.

15. **Conflict of Interest.** Consultant agrees that it is aware of the prohibited interest requirement of the Town Charter, which is repeated in <u>Exhibit D - Conflict of Interest Affidavit</u> and incorporated herein as if written word for word, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit included in the exhibit. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E - Conflict of Interest Questionnaire and incorporated herein as if written word for word.

16. **Venue**. The Parties herein agree that this Agreement shall be enforceable in Prosper, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Collin County, Texas.

17. **Mediation**. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

18. **Prevailing Party**. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

19. "Anti-Israel Boycott" Provision. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

20. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

21 PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION. In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Signatories. Town warrants and represents that the individual executing this Agreement on behalf 22. of Town has full authority to execute this Agreement and bind Town to the same. Consultant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Consultant to same.

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of , 2024.

By:

O'Brien Realty Advisors, LLC

By:

Signature Huller

Title Sr. Analyst Date 2/15/2024

TOWN OF PROSPER, TEXAS

Signature

Mario Canizares Printed Name

Town Manager Title

Date



February 2, 2024

Ms. Alexis Walker, P.E. Town of Prosper, Texas 250 W. First Street Prosper, Texas 75078 Via Email: awalker@prospertx.gov

RE: Proposal for Right of Way Appraisal Services: Town of Prosper, Texas; Craig Road Project.

Dear Ms. Walker,

At your request, we are pleased to provide this real property appraisal and consulting services proposal with regard to the above referenced Town of Prosper, Texas; Craig Road project. Our eminent domain team works diligently to provide a quality appraisal product in a timely manner.

These assignments will be developed and prepared in conformity with and subject to the requirements of the Appraisal Institute's Code of Professional Ethics, the Uniform Standards of Professional Appraisal Practice ("USPAP"), and the Texas Appraiser Licensing and Certification Boards. The consultation will be subject to the additional provisions attached as Attachments I-II.

<u>No.</u>	Owner	Address/Location	Acquisition	Fee
1	Daniel E. Jackman	102 S. Craig Rd.	Drainage Easement	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
2	Prosper Texas Capital, LLC	NEC of E. Broadway and Craig Rd.	Drainage Easement	\$3,500
3	Cursum Perficio 1, LLC	707 E. Broadway	Drainage Easement	\$3,500
		Prosper, TX 75078		
4	Mia Lagrange	103 N. Craig Rd.	Drainage Easement	\$3,500
		Prosper, TX 75078		
5	Emily Hultman	105 N. Craig Rd.	Drainage Easement	\$3,500
		Prosper, TX 75078		
6	Byron Dowd	107 N. Craig Rd.	ROW Dedication	\$3,500
		Prosper, TX 75078	Drainage Easement	
7	Wildflower Ventures LLC	108 N. Craig Rd.	ROW Dedication	\$3,500
		Prosper, TX 75078	Drainage Easement	
8	Clayton & Megan Walvoord	709 E. First St.	ROW Dedication	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
9	Jimmy Charles Spradley	208 N. Craig Rd.	ROW Dedication	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
10	Bobby D. Jones	711 E. Fifth St.	ROW Dedication	\$3,500
		Prosper, TX 75078		
11	Texas Bank	805 E. First St.	Sidewalk Easement	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
12	Griffin 4 Holdings LLC	300 S. Craig Rd.	Street Easement	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
13	4140 Properties LLC	805 E. First St.	Water Easement	\$3,500
		Prosper, TX 75078	Temp. Construction Easement	
			Total	\$45,50

Initial Appraisals: Based on surveys provided, we show a total of 13 parcels or tracts to be appraised and shown on the fee schedule below. We propose to complete these appraisals by May 31, 2024.



Appraisal Updates: Update fees on appraisals less than a year old will be billed at a rate of 50% of the initial appraisal fee. Update fees on appraisals more than a year old will be billed at the same rate as the initial appraisal fee.

Additional terms and conditions are presented on the following pages.

If the above agreement meets with your approval, please execute this proposal below and return the original.

Should you have any questions or require more information please let us know. We look forward to the opportunity to work with you on this project.

Sincerely,

Matt D. Browne Managing Director State Certified General Appraiser 817.332.0200 – Office 817.691-2393 – Cell mbrowne@obrien-row.com

Ch Fall

Chris B. Haller Sr. Analyst State Certified General Appraiser 817.332.0200 – Office 817.925.2910 – Cell challer@obrien-row.com

Project: Town of Prosper – Craig Road Project, Collin County, Texas

Agreed this, the _____ day of February 2024

BY:_____

Authorized Signature

Printed Name



ATTACHMENT I

ADDITIONAL TERMS

- 1. Completion Date Estimate: O'Brien Realty Advisors, LLC dba "O'Brien Right of Way Valuation" agrees to use reasonable commercial efforts to complete assignments as per the attached letter agreement. Said completion date is an estimate and does not take into consideration delays beyond the control of O'Brien Right of Way Valuation such as illness, lack of specific necessary data and/or Acts of God.
- 2. Database: The Client agrees that the data collected by O'Brien Right of Way Valuation in this assignment will remain the property of O'Brien Right of Way Valuation.
- 3. The Client agrees to pay O'Brien Right of Way Valuation within thirty (30) days after the time the invoice is submitted and acknowledges payment to O'Brien Right of Way Valuation is not contingent upon any set outcome, result or award to the Client.
- 4. Litigation: In the event O'Brien Right of Way Valuation is called upon to provide testimony or receives a subpoena concerning any suit or proceeding or otherwise become involved in any litigation relating to this engagement or assignment, in which O'Brien Right of Way Valuation is not a party, O'Brien Right of Way Valuation will make every reasonable effort to assist the Client and give such testimony. The Client agrees to compensate O'Brien Right of Way Valuation at its then current rates, on an hourly basis, plus reimbursement for all expenses reasonably incurred as a result of said litigation. In addition to the foregoing, the following terms are applicable:
 - (a) Review and trial preparation (if applicable) in-office, will be billed at standard hourly rates; outside office rates may apply to conferences, depositions and testimony. Our current in-office rates are as follows:

Mike C. O'Brien/Matt Browne	\$275.00
Director	\$250.00
Sr. Analyst	\$225.00
Analyst	\$175.00
Project manager	\$90.00

(b) All fees for reports, conferences and depositions must be paid prior to hearings and trial



- (c) Due to the difficulty associated with accurately forecasting the number of hours which may be required with the research, hearing and/or trial preparation, deposition time, client/expert conferences, etc., we will maintain contemporaneous time and expense records and will provide you invoices on a 10 day billing cycle. The Client agrees to pay O'Brien Right of Way Valuation within thirty (30) days after the time the invoice is submitted and acknowledges payment to O'Brien Right of Way Valuation is not contingent upon any set outcome, result or award to the Client.
- 5. Limitations of Liability: It is expressly agreed that in any action which may be brought against O'Brien Right of Way Valuation, or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "O'Brien Right of Way Valuation Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the O'Brien Right of Way Valuation Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of the O'Brien Right of Way Valuation Parties in any such action shall not exceed the total fees paid for the assignment under this letter agreement unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.



ATTACHMENT II

REQUEST FOR INFORMATION

Following is a list of items we typically request at the outset of a project so we can provide the proposed services within the agreed upon time frame as discussed above. If, at this time, you are certain you will not be providing any specific items noted below, please cross out the item and mark "NA" next to the item so that we will be notified that the information is not available and will not be forthcoming.

- 1. Property Owner Line List
- 2. Title Work
- 3. Surveys and/or plats
- 4. Easement Document
- 5. Mapping; alignment sheets showing route, any deed plots or aerials showing boundaries of properties, and any Google kmz. files showing the route and or ownership information.

EXHIBIT C INSURANCE REQUIREMENTS

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- 1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, <u>"claims made" forms are unacceptable</u>, except for professional liability.
- 2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- 3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
- 4. Professional Liability, also known as Errors and Omissions coverage.

B. <u>MINIMUM LIMITS OF INSURANCE</u>

Service Provider shall maintain throughout contract limits not less than:

- 1. Commercial General Liability: \$500,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
- 2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
- 3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired, and non-owned autos.
- 4. Professional Liability aka Errors and Omissions: \$500,000 per occurrence and in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

- 1. General Liability and Automobile Liability Coverages
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
 - b. The provider's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the provider's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
 - d. The provider's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured's limits of liability.
- 2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the Town.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town fornon-payment.

4. Professional Liability and / or Errors and Omissions:

"Claims made" policy is acceptable coverage, which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the Town.

E. ACCEPTABILITY OF INSURERS

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the Town with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

Certificate holder to be listed as follows:

Town of Prosper P.O. Box 307 Prosper, TX 75078

EXHIBIT D CONFLICT OF INTEREST AFFIDAVIT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND O'BRIEN REALTY ADVISORS, LLC FOR THE CRAIG ROAD (PRESTON ROAD-FIFTH STREET) PROJECT (2140-ST)

THE STATE	OF TEXAS	§	5		
COUNTY O	F	§	ş		
1. Chri	I, <u>Chris</u> Haller, a member of the Consultant team, make this affidavit and hereby on oath state the following:				
•	erson or persons related to me, on the Project (Check all that ap		e following interest in a business entity that would be affected by the work		
_	Ownership of 10% or more of	the voting	g shares of the business entity.		
	Ownership of \$25,000.00 or m	ore of th	e fair market value of the business entity.		
	Funds received from the busin	iess entit	ty exceed 10% of my income for the previous year.		
	Real property is involved, and	have an	equitable or legal ownership with a fair market value of at least \$25,000.00.		
<u>~</u>	A relative of mine has substan of the public body of which I a		est in the business entity or property that would be affected by my decision nber.		
	Other:		·		
1	None of the Above.				
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.					
Signed this_	day of	Febru	vary 2024 Atall		
			Signature of Official / Title		

BEFORE ME, the undersigned authority, this day personally appeared <u>Chris</u> <u>Haller</u> and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 15 day of February 2024 Jessica Farris My Commission Expires 6/10/2027 Notage Public in and for the State of Texas Notary ID132045534 My Commission expires: _6/10/2027

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIC For vendor doing business with local government	
This questionnaire reflects changes made to the law by H.S. 22, The questionware is being fied in accordance with (Japlier 176, Local G has a business relationship as defined by Sedern 176,001(1-e) with a	oversiment Code, by a vendor who
vendor maker requirements under Section 175.005(a). By law this questionnaire must be filed with the records adversibilities of th than the 7th business day after the data the vendor becomes aware of ta dad. See Section 175.006(a-1), Local Government Code.	
A vendor convents an ottensa III the vendor linnwingly volvites Section 17 20anse under this section is a reliabernisment,	
Name of vendor who has a business relationship with local	governmental entity.
	y filed questionners. (The law requires that you file an updated inly not later than the 7th tusiness day after the date on which a was incomplete or inscounts.)
Name of local government officer about whom the informat	on is being disclosed.
Name of Offi	OB7
A. Is the local government officer or a family m other than investment income, from the vendor?	ember of the officer receiving or likely to receive taxable income,
Yes No	
	ble income, other than investment income, from or at the direction ar of the officer AND the taxable income is not received from the
Yes No	
	the vendor named in Section 1 maintains with a corporation or warmant officer serves as an officer or director, or holds an
as described in Section 1788((3(a)(2)(B), excluding	<u>curnent officer</u> or a family member of the officer one or more gifts g gifts described in Section 176.003(a-1).
Signature of Vendor coung utdanese with the governmental	entity 2/19/24
orm provided by Texas Fibics Commission	r elbics state b. us Berked 11/30/2