

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF SANGER AND
ANTERO GROUP, LLC**

THIS AGREEMENT is made and entered by and between the **City of Sanger, Texas**, hereinafter referred to as "Sanger", and the **Antero Group, LLC**, a Texas corporation, hereinafter referred to as "RESPONDENT" to be effective from and after the date as provided herein.

WITNESSETH

WHEREAS, Sanger desires to engage the services of a qualified RESPONDENT to conduct a Housing Study; and

WHEREAS, Sanger finds that RESPONDENT is the most qualified party to provide such services; and

WHEREAS, RESPONDENT desires to render such services for Sanger upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I.
ENGAGEMENT

Sanger hereby agrees to retain RESPONDENT to provide a Housing Study, and RESPONDENT agrees to perform such services in accordance with the Scope of Services and the terms and conditions of this Agreement.

II
SCOPE OF SERVICES

The parties agree that RESPONDENT shall perform such services as are further described in Exhibit "A" hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by Sanger but said authorization must be made in writing.

III.
COMPLETE AGREEMENT

This Agreement, including Exhibit "A", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IV.
TERM OF AGREEMENT/TERMINATION

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Sanger and RESPONDENT and shall continue until the Scope of Services is completed. This agreement may be terminated by either party with thirty (30) days' notice unless specified otherwise

in Exhibit "A". In the event of termination by Sanger, RESPONDENT shall be compensated in accordance with the terms of this Agreement and shall deliver to Sanger all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by RESPONDENT in connection with this Agreement.

V.
COMPENSATION AND EXPENSES

RESPONDENT shall be paid for performance of the Scope of Services as set forth in Exhibit "A".

VI.
INDEPENDENT CONTRACTOR

RESPONDENT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Sanger; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and RESPONDENTS; that the doctrine of respondent superior shall not apply as between Sanger and RESPONDENT, its officers, agents, employees, contractors, subcontractors and RESPONDENTS, and nothing herein shall be construed as creating a partnership or joint enterprise between Sanger and RESPONDENT.

VII.
ASSIGNMENT

RESPONDENT agrees that this Agreement shall not be assigned without the prior written consent of Sanger, except to an Affiliate of RESPONDENT. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) RESPONDENT, including, without limitation, any parent corporation controlling RESPONDENT or any subsidiary that RESPONDENT controls; (2) the surviving corporation resulting from the merger or consolidation of RESPONDENT; or (3) any person or entity which acquires all of the assets of RESPONDENT as a going concern. RESPONDENT shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, RESPONDENT shall not subcontract the entirety of the Scope of Services to a single subcontractor without Sanger's consent. RESPONDENT further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the RESPONDENT from its full obligations to Sanger as provided by this Agreement.

VIII.
AUDITS AND RECORDS

RESPONDENT agrees that Sanger or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, upon reasonable notice, have access to and the right to examine and photocopy any and all books, documents, papers and records of RESPONDENT which are directly pertinent to the services to be performed under this Agreement. RESPONDENT agrees that Sanger shall have access during normal working hours to all necessary RESPONDENT's facilities and shall be provided adequate and appropriate work space.

IX.
WARRANTY

RESPONDENT warrants that (a) it and each of its employees, RESPONDENTS and subcontractors, if any, that it uses to provide and perform professional services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with the agreement and the Scope of Services; and (b) the professional services will be performed for and delivered to Sanger in a good, diligent, workmanlike manner in accordance with industry standards.

X
INDEMNITY

RESPONDENT, to the extent allowable by law, shall defend, indemnify, and hold harmless Sanger, its City council, officers, employees, and agents from and against all citations, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties, or suits, which in any way arise out of, relate to, or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees. Sanger, to the extent allowable by law, shall defend, indemnify, and hold harmless the RESPONDENT, its officers, employees, and agents from and against all citations, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties, or suits, which in any way arise out of, relate to, or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees.

XI.
MAILING OF NOTICES

RESPONDENT agrees that all notices or communications to Sanger permitted or required under this Agreement shall be addressed to Sanger at the following address:

City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Tx 76266

Sanger agrees that all notices or communications to RESPONDENT permitted or required under this Agreement shall be addressed to RESPONDENT at the following address:

Michael Schmitz
Antero Group
608 E Hickory St, Suite 128
Denton, TX 76205

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XII.
MISCELLANEOUS

1. The City of Sanger has found that RESPONDENT is the most qualified party to fulfill the

requirements of the agreement as this is a contract for the purchase of personal and/or professional services and therefore is exempt from competitive bidding.

2. A person or business that contracts with the Sanger or who seeks to contract with Sanger must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

3. Compliance with SB 252: RESPONDENT agrees per SB 252 that RESPONDENT shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

4. Compliance with HB 89: RESPONDENT agrees per HB 89 that RESPONDENT shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

5. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

6. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

XIII. VENUE/GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.

XIV. SUCCESSORS AND ASSIGNS

RESPONDENT and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

XV. INSURANCE

RESPONDENT shall procure and maintain in force during the terms of any contract awarded

pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- A. Workers' Compensation and Employers' Liability:
 - i. State of Texas: \$1,000,000 Each Accident
 - ii. Employer's Liability: \$100,000 Each Accident

- B. Commercial General Liability:
 - i. Bodily Injury & Property Damage with a General Aggregate Limit: \$1,000,000
 - ii. Personal & Advertising Injury Limit \$500,000
 - iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- C. Commercial Automobile Liability Limits:
 - i. Bodily Injury & Property Damage Combined Single Limit: \$1,000,000

Prior to the execution of any awarded contract by the City, the successful RESPONDENT shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger, Texas at 502 Elm Street, Sanger, Texas 76266.

XIV.
SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

XV.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: _____

RESPONDENT

BY:



Principal

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

Hugh Coleman
City Attorney

Exhibit "A"
Bid Response/Scope of Services