

SERVICES AGREEMENT

(SMALL CONTRACT, NOT FOR ARCHITECT OR ENGINEER)

This Agreement for _____ Services (this "Agreement") is made and entered into by and between the **City of Sanger Texas**, a home-rule Texas Municipal Corporation ("the City") and _____ ("Contractor"), a _____ located at _____ (collectively, "the Parties").

WITNESSETH:

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 and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Exhibit A ("the Services"):

2. Commencement and Completion of Services. Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement: _____.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, the Compensation has been fully paid, the warranty period has expired, and any warranty work required has been completed and accepted by the City; or b) year(s) from the Effective Date. Either Party may extend the Initial Term for an additional period of _____ year(s) by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for services under this Agreement shall not exceed _____ Dollars (\$_____). 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.

5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND 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. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

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.

7. **Insurance.** Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I)

ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR

WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION,

(IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. 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.

10. 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.

11. No Third Pary 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. HB 89 and SB 252 Certifications. If this Agreement provides for payment to Contractor of over \$100,000, Contractor hereby certifies that Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code.

13. Does not do business with terrorist. Contractor hereby certifies that the Contractor is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

14. Conflicts of Interest. By signature of this Agreement, Contractor warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. Contractor further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Contractor warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

15. **Government Code Chapter 2274 Certification**

If this Agreement provides for payment to Contractor of over \$100,000 and if Contractor employs ten or more people full-time, then Contractor, by signing below, certifies that: Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

16. Contractor will not discriminate during the term of this Agreement any entity or firm involved in the oil and gas industry pursuant to SB13.

17. 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 _____, Texas.

18. 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.

19. 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.

In case of the City, to:

City of Sanger
Attention: John Noblitt, City Manager
P.O. Box 1729
Sanger, TX 76266
With courtesy copy email to: jnoblitt@sangertexas.org

In case of Contractor, to:

With courtesy copy email to: _____

20. Entire Agreement. This Agreement and its 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.

21. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the __day of _____, 202__.

CONTRACTOR:

By: _____

Name: _____

Title: _____

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

EXHIBIT LIST:

EXHIBIT “A” – SCOPE OF SERVICES

EXHIBIT “B” – PRICING