

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is made by and between the City of Lake Dallas, Texas (“City”) and Paypoint HR, LLC (“Professional”), a Maryland limited liability company (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to conduct an employee classification and compensation study and related services on the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 The term of this Agreement shall be for a term commencing on the Effective Date and end upon completion of the tasks in the Scope of Services (“Term” or “Term of Agreement”)

1.2 Either Party may terminate this Agreement not earlier than thirty (30) days after providing written notice to the other Party setting forth the date of termination. Upon termination of this Agreement, Professional shall deliver to City all finished and unfinished documents, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II
Scope of Service**

During the Term of this Agreement, Professional shall provide to City the professional services necessary to conduct an employee classification and compensation study and other related services and prepare and submit a written report with recommendations (collectively “the Services”) described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Scope of Services”).

**Article III
Schedule of Work**

Upon issuance of a notice to proceed by City, Professional agrees to provide the Services in accordance with the schedule set forth in the Scope of Services and complete the Services pursuant to the Scope of Services.

**Article IV
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to Professional shall follow City's receipt and approval of Professional's detailed itemized statement for services that shows the actual Services performed, and the rates charges for each of the Services, in a form reasonably acceptable to City. City shall pay such statements not later than thirty (30) days after receipt and City verification of the Services described in the invoice unless otherwise provided herein. Notwithstanding the foregoing:

- (a) Total fees paid pursuant to this Agreement shall not exceed Thirty-Six Thousand Five Hundred and No/100 Dollars (\$36,500.00) unless agreed in writing by the Parties; and
- (b) In no case shall more than 80% of the fee due pursuant hereto be paid until delivery to City of the final written report and recommendation from the study as set forth in the Scope of Services.

4.2 Except where specifically stated to the contrary in this Agreement, Professional shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

**Article V
Devotion of Time; Personnel; and Equipment**

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of Services and shall be compensated for such additional services agreed in advance in writing by the Parties.

5.2 To the extent reasonably necessary for Professional to perform the Services, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the Services. Professional shall bear the cost of any such personnel and assistance and shall not increase the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 At all times during the Term of this Agreement, Professional and each person working for Professional under the authority of this Agreement shall possess, hold, and maintain in current standing such licenses, permits, and certifications required to perform the Services.

**Article VI
Miscellaneous**

6.1 **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties with respect to the Services and supersedes any prior understandings written or oral agreements between the Parties with respect to the subject matter of this Agreement.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law; Venue. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by the written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. The Parties acknowledge and agree that Professional in satisfying the conditions of and performing the Services as provided in this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's performance. Professional's performance of the Services by pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its Services and shall be entitled to control the manner and means by which Professional performs the Services, subject to the terms of this Agreement. Professional is not authorized to enter into any contractual agreements on behalf of City with any third-party or otherwise represent to any third-party that Professional has such agency authority.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: City Manager
City of Lake Dallas
212 N. Main Street
Lake Dallas, Texas 75065

With Copy to:

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Professional:

Paypoint HR, LLC
Attn: Karin Campbell
695 Santa Maria Lane
Davidsonville, Maryland 21035

Section 6.9. Insurance

A. Professional shall during the Term hereof maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) If Professional employs employees, Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. Except as otherwise stated, all insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES PROVIDED BY PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

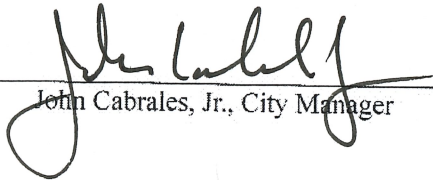
6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Signatures on Following Page

SIGNED AND AGREED this 27 day of FEB, 2020.

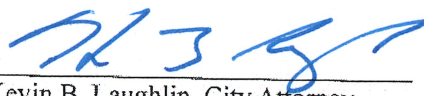
City of Lake Dallas, Texas

By: 
John Cabrales, Jr., City Manager

ATTEST:


Codi Delcambre, TRMC, City Secretary

APPROVED AS TO FORM:


Kevin B. Laughlin, City Attorney



SIGNED AND AGREED this 14 day of February, 2020.

Paypoint HR, LLC

By: 
Karin Campbell, Member

EXHIBIT "A"

**SCOPE OF SERVICES TO
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF LAKE DALLAS AND PAYPOINT HR, LLC**