CONTRACT # 2024-061
AGREEMENT FOR INTERIOR REPAIRS TO MUNICIPAL COMPLEX BUILDING A

THIS AGREEMENT FOR SERVICES (the "Agreement" or "Contract" as applicable) is made and entered into this _____ day of _____ , 2024 (the "Effective Date") by and between the **CITY OF FULSHEAR, TEXAS** (the "City"), a Texas municipality, and **JLS REAL ESTATE.** (the "Vendor," "Contractor," or "Recipient" as applicable). Collectively, the City and the Vendor may be referred to as the "Parties."

WHEREAS, the City wishes to obtain Services related to Interior Repairs to the Municipal Complex Building A as described in the attached and incorporated ***Exhibit B*** (the "Project"), and the City wishes to retain the services of the Vendor in connection with that Project; and

WHEREAS, the Vendor is a company authorized to do business in Texas and is qualified to perform the Repairs the City wishes the Vendor to perform; and

WHEREAS, the Vendor desires to render such Services for the City upon the terms, covenants, and conditions provided herein.

NOW, THEREFORE, for and in consideration of the services, payments, and other valuable consideration contained herein, the Parties agree to the following terms, covenants, and conditions:

SECTION 1. Performance.

Vendor is being retained to provide Interior Repairs to the Municipal Complex Building A. The scope of this project generally includes Plywood Repair and Replacement; Insulation and Sheetrock Installation; Wall Finishing; Cove Base Installation; and General Contractor Responsibilities.

The City agrees to and hereby does retain the Vendor as an independent contractor. At the City's sole discretion, the City shall be entitled to engage the Vendor to provide these Services, in accordance with the terms and conditions of this Agreement, as those Services relate to the Project. The Vendor agrees to perform such Services in accordance with the terms, covenants, and conditions of this Agreement.

SECTION 2. Contract Documents.

As used in this document, unless the context requires otherwise, the terms "Agreement" and "Contract" shall be interchangeable (whether or not capitalized) and shall be considered to be the entire and integrated written contract between the Parties. The Contract shall mean this document (the "primary document") and any ancillary contract documents, including all attachments, enclosures, schedules, appendices, and exhibits.

Contract Documents include the following ancillary documents:

- ***Exhibit A***, FEMA Addendum;
- ***Exhibit B,*** Scope of Work for Interior Repairs to the Municipal Complex Building A; and
- ***Exhibit C,*** Prevailing Wages Addendum.

The ancillary documents are hereby attached and incorporated hereto by reference and made a part of this Agreement, subject to the terms and conditions contained in this primary document.

In the event of a conflict between any term or provision in this primary document and any term or provision in the ancillary documents, the term or provision in this primary document shall control unless the conflicting term or provision in this primary document is referenced, and expressly stated not to apply, in the ancillary document(s).

Any mutually agreed upon changes to the terms, conditions, covenants, and provisions of this Agreement shall be set forth in an amendment to this Agreement. The Vendor will not implement any changes or any new services until an amended agreement has been duly executed by the City.

Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

SECTION 3. Scope of Services.

The Vendor shall provide the following Services to the City: A written scope of work is included in ***Exhibit B*****.** The Vendor shall perform all work and furnish all materials as described in ***Exhibit B.*** The scope of this project generally includes Plywood Repair and Replacement; Insulation and Sheetrock Installation; Wall Finishing; Cove Base Installation; and General Contractor Responsibilities. Further, the Scope includes all materials, supplies, equipment, tools, services, labor, and supervision necessary to complete the City of Fulshear Interior Repairs to the Municipal Complex Building A.

SECTION 4. Payment for Services.

The City agrees to pay the Vendor for Services provided in accordance with the following terms, covenants, and conditions:

a. ***Contract Sum.*** The City shall compensate the Vendor for the performance of Services listed in ***Exhibit B***. The total fees paid under this Agreement shall not exceed **$20,845.00.**

b. ***Invoices.*** The Vendor shall invoice the City monthly for Services rendered based on the percentage of Services completed as of the date of the invoice. The City will pay for those Services, in full, within thirty (30) days of receipt of a properly completed invoice by electronic payment or check. Invoices should be submitted to:

City of Fulshear
Attn: Accounting
P.O. Box 279
Fulshear, Texas 77441
Telephone: (281) 346-1796
Email: accounting@fulsheartexas.gov

If the City reasonably disputes any invoice, the City shall timely pay the undisputed portion and promptly notify the Vendor in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously.

c. ***Budget.*** The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City's governing body in each fiscal year. The Parties further agree that should the City's governing body fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the City's governing body fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City, and the City shall then have no further obligation to the Vendor (except for the payment obligations upon termination as defined in Section 8(c) of this Agreement). When the funds budgeted or certified during any fiscal year by the City to discharge its obligations under this Agreement are expended, the Vendor's sole and exclusive remedy shall be to terminate this Agreement.

d. ***Eligible Costs.*** Costs incurred prior to the Effective Date of this Agreement are not eligible for reimbursement. The City will only pay for Services rendered and shall not pre-pay for work that has not been performed. Further, there shall be no obligation whatsoever from the monies of the City other than from the monies designated for this Agreement.

SECTION 5. Time of Completion; Term; Termination.

a. ***Time of Completion*****.** The Vendor shall begin work upon written notice from the City and the work shall be completed as stipulated in ***Exhibit A***.

b. ***Term.*** This Agreement will commence on the **Effective Date and shall remain in effect until completion of services** unless earlier terminated as provided herein.

SECTION 6. Representation of Vendor; Obligations of Vendor.

a. ***Representation and Warranties of Vendor.*** Vendor represents and warrants that:

1. As of the Effective Date of this Agreement, the Vendor is not a party to any oral or written contract or understanding with any third-party that is inconsistent with this Agreement or would affect the Vendor's performance under this Agreement or that will in any way limit or conflict with the Vendor's ability to fulfill the terms of this

Agreement. The Vendor further represents that it will not enter into any such agreement during the Term of this Agreement;

2. The Vendor will provide to the City, with each deliverable to be provided under this Agreement, a written summary sheet listing any third-party software or other intellectual property contained within the deliverable. The Vendor shall not be required to provide the City with such third-party software or intellectual property in connection with its use of the deliverable and the terms, conditions, and status of the license of such software and intellectual property. The Vendor represents that all work product created under this Agreement shall be original work of the Vendor or in the public domain and shall not infringe any copyright, trademark, trade secret, patent, or other intellectual property right of any third-party;

3. The Vendor and its employees and subcontractors have all of the necessary qualifications, licenses, permits, and registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and registrations shall be current and in good standing; and

4. The Vendor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Vendor's obligations under this Agreement.

b. ***Level of Care and Skill.*** Services provided by the Vendor under this Agreement shall be conducted in a manner consistent with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional practicing under the same or similar circumstances.

c. ***Work on City Premises.*** Vendor will require that its employees and agents will, whenever on City premises, comply with all reasonable instructions and directions issued by the City.

d. ***Consultation, Reports.*** The Vendor agrees to make available the Vendor's representative, who shall be mutually agreed upon by the Vendor and the City, for periodic meetings to review the progress of all work under this Agreement. The Vendor also shall prepare and submit to the City, when requested, a written report setting forth the status of such work in a format to be mutually agreed upon by the Vendor and the City, as well as copies of all documents relating to the Services performed by the Vendor.

e. ***No Israel Boycott.*** The Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, termination of business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

f. ***Foreign Terrorist Organizations.*** The Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

g. ***Immigration.*** Vendor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

h. ***Undocumented Workers.*** Vendor certifies that it does not and will not knowingly employ any undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Vendor is convicted of a violation under 8 U.S.C. § 1324a(f), Vendor shall repay the amount of the public subsidy provided under this Agreement, plus interest, at the rate of the prime rate plus six percent (6%) per annum, not later than the 120th day after the date the City notifies Vendor of the violation.

i. ***Human Trafficking*****.** The Vendor acknowledges that the City of Fulshear is opposed to human trafficking and that no City of Fulshear funds will be used in support of services or activities that violate human trafficking laws.

j. ***Nondiscrimination Against Firearm and Ammunition Industries.*** Vendor 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 Agreement against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, Regular Session.

k. ***Anti-Boycott of Energy Companies.*** Vendor verifies that it does not contract with certain foreign-owned companies in connection with critical infrastructure and will not contract with certain foreign-owned companies in connection with critical infrastructure, as those terms are defined by Chapter 2275 of the Government Code during the Term of this Agreement.

l. ***Prohibited Access to Critical Infrastructure.*** Vendor verifies that it does not boycott energy companies and will not boycott energy companies, as those terms are defined by Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, Regular Session, during the Term of this Agreement.

SECTION 7. Obligations of City.

The City agrees to make available to the Vendor, upon reasonable notice, such information, data, and documentation regarding its facilities and infrastructure as may reasonably be required by the Vendor to complete the Services.

SECTION 8. Termination of Agreement.

a. ***Termination.*** The City, upon giving thirty (30) days' written notice to the Vendor, may terminate this Agreement for any reason, without cause, or simply for convenience. The Vendor, upon giving thirty (30) days' written notice to the City, may terminate this Agreement for cause.

b. ***Non-appropriation of Funds.*** The Vendor's continuing performance under the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement.

c. ***Obligations of Vendor Upon Termination.*** Upon termination of this Agreement, the Vendor shall promptly return to the City all information, files, documentation, media, related material, and any other material that is owned by the City, as well as any work product in progress.

d. ***Obligations of City Upon Termination.*** Upon termination of this Agreement, the City's sole obligation shall be the payment of any valid, outstanding invoices and any work that has not yet been invoiced but was performed prior to the effective date of termination. The Vendor agrees to render a final invoice to the City for Services performed by the Vendor prior to termination of this Agreement within thirty (30) days after completion of the Services performed.

SECTION 9. Indemnification and Insurance.

a. ***Indemnification of City.*** To the extent allowed by law, Vendor INDEMNIFIES and HOLDS HARMLESS the City, its officers, agents, and employees against all costs and expenses, including, without limitation, attorneys' fees and costs of investigation and defense, as well as legal liability, whether from suit, judgment, settlement or otherwise arising out of any or all claims for injury to persons or property, including but not limited to injuries resulting in death, arising from, or caused by, or incident to any wrongful or negligent act of the Vendor, the Vendor's agents, invitees, servants, and employees upon the property of the City, or arising or resulting from any intentional tort or intellectual property infringement for which the Vendor is responsible or for any failure to pay a subcontractor or supplier relating to the performance of Services under this Agreement. Any language to the contrary notwithstanding, the covenants and agreements contained in this paragraph survive the termination of this Agreement for whatever cause.

b. ***Commercial General Liability Insurance.*** The Vendor must maintain comprehensive commercial general liability insurance, covering the City and the Vendor for liability for property damage, bodily injury, personal injury, and death. The insurance provided under this section must be in the amount of not less than $1,000,000 per occurrence for property damage and not less than $1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Vendor and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for

products liability, and (iii) contractual liability coverage insuring the obligations of the Vendor under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.

c. ***Umbrella Liability.*** The Vendor must maintain umbrella liability insurance, covering the City and the Vendor for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than $1,000,000 per occurrence for property damage, including loss of use thereof, and not less than $1,000,000 per occurrence for bodily injury, personal injury, or death. This insurance must protect against liability to any employees or servants of the Vendor and to any other person or persons whose property damage, personal injury, bodily injury, or death arises out of or in connection with the performance of Services under this Agreement and must include (i) coverage for premises and operations, (ii) coverage for products liability, and (iii) contractual liability coverage insuring the obligations of the Vendor under the terms of this Agreement. Such policy must name the City (and any successor or assign designated by the City) as an additional insured.

d. ***Professional Liability.*** The Vendor must maintain professional liability insurance. The insurance provided under this section must be in the amount of not less than $1,000,000 per claim and must have an annual aggregate of not less than $1,000,000.

e. ***Workers' Compensation and Employer's Liability.*** The Vendor must maintain workers' compensation insurance to protect against claims under Texas Workers' Compensation laws as well as all Federal acts applicable to the Vendor's operations on City property. The limit of liability for such coverage must at least meet applicable statutory requirements. Additionally, each policy must contain an endorsement waiving all rights against the City and the City's respective agents and employees. Vendor must maintain employer's liability insurance in the minimum amount of $1,000,000 per occurrence for personal injury, bodily injury, or death to any employee of the Vendor who may bring a claim outside the scope of the Texas Worker's Compensation laws or Federal acts applicable to the Vendor's operation on City property. Each policy must contain an endorsement waiving all rights of subrogation against the City and the City's respective agents and employees.

f. ***Waiver of Subrogation.*** The Parties agree to waive any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to persons or to City property, or any personal property of such party on City property, by reason of fire, windstorm, earthquake, flood, or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Agreement, to the extent and only to the extent of any proceeds actually received by the City or the Vendor, respectively, with respect thereto, regardless of the cause or origin, including negligence of either party hereto, its agents, officers, or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

g. ***Insurance Requirements.*** The phrases "Required Policy" and "Required Policies" mean each policy of insurance required to be maintained by the Vendor under the terms of this Agreement. Each Required Policy must be written by a company satisfactory to the City but, in all events, a company with an A.M. Best Company financial rating of not less than A:XII (or a similar rating by a comparable service selected by the City should A.M. Best Company cease providing such ratings) and be licensed to do business in Texas or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Texas under current Texas surplus lines requirements. All Required Policies may contain a deductible of not more than $25,000. Such policies must be endorsed so as to require thirty (30) days' prior written notice to the City in the event of cancellation. Required Policies must contain cross-liability clauses, when applicable and available. The Vendor must deliver to the City a certificate of insurance for any Required Policy no later than the Effective Date of this Agreement. The required evidence of coverage must always be deposited with the City. If the Vendor fails to do so, such failure may be treated by the City as a default by the Vendor, and the City, in addition to any other remedy under this Agreement, may purchase and maintain such Required Policy, and the Vendor must immediately reimburse the City for any premiums paid or costs incurred by the City in providing such insurance. Failure of the Vendor to reimburse the City is a default by the Vendor under this Agreement.

h. ***Indemnity for Noncompliance with Insurance Requirements.*** Vendor INDEMNIFIES and HOLDS HARMLESS the City from any loss the Vendor may suffer due to the Vendor's failure to comply with all the above insurance requirements, including the requirement for obtaining waivers of subrogation, and due to any insurance coverage being invalidated because of the Vendor's failure to comply with the terms, conditions, and warranties of any Required Policy.

i. ***No Indemnification by the City.*** The Vendor and the City expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess or collect funds, or create a sinking fund.

SECTION 10. Injunctive Relief.

It is hereby understood and agreed that damages shall be an inadequate remedy in the event or a breach by the Vendor of this Agreement and that any such breach by the Vendor will cause the City great and irreparable injury and damage. Accordingly, the Vendor agrees that the City shall be entitled, without waiving any additional rights or remedies otherwise available to the City at law, in equity, or by statute, to injunctive and other equitable relief without proof of actual damages in the event of a breach or intended or threatened breach by the Vendor.

SECTION 11. Assignment and Subcontracting.

a. ***Consent Required.*** Vendor must not assign or subcontract the whole or any part of this Agreement without the City's prior written consent.

b. ***Subcontracting.*** Any subcontract made by the Vendor with the consent of the City must incorporate, by reference, all the terms of this Agreement. Vendor will enter into written contracts with each of its subcontractors requiring such subcontractors to obtain and maintain appropriate and reasonable insurance coverage and requiring such subcontractors to comply with the terms of this Agreement, which shall be binding upon such subcontractors, as is reasonable, required, and appropriate.

c. ***Compliance with law.*** Vendor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with all applicable municipal, state, and federal laws, rules, and regulations.

Section 12. Federal Requirements under FEMA

This Agreement has the potential to receive federal funding through FEMA, including but not limited to, reimbursement funding in association with FEMA major disaster declaration, Texas – Hurricane Beryl - FEMA-4798-DR.

FEMA award recipients and subrecipients (also known as non-federal entities or NFEs) will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the NFE and its contractor, and FEMA has no contractual relationship with NFEs' contractors. Although FEMA is not a party to the contract, if an NFE is using federal funding to pay for the contract, the NFE must comply with federal laws, including federal procurement standards.

The City and all contractors as NFEs must comply with all applicable federal laws, regulations, statutes, and executive orders that apply to this FEMA reimbursement. Federal Requirements associated with this reimbursement program have been attached hereto as ***Exhibit A***. As a condition of receiving funds for this project, the Vendor agrees to all terms in ***Exhibit A***. All terms, provisions and agreements set forth in ***Exhibit A*** are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

Vendor agrees to reasonably cooperate with the City, to take whatever actions are necessary, including executing, acknowledging, and delivering to the City any instruments necessary as may be reasonably required in order to effectuate the provisions of this Agreement or to facilitate the FEMA reimbursements contemplated herein.

Section 13. Prevailing Wages:

a. This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. Prevailing Wage Information & Requirements have been attached as *Exhibit C* and incorporated as a part of this Contract herein.

b. The Contractor shall pay City of Fulshear sixty dollars ($60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or

part of the day that the worker is paid less than the rates stated in *Exhibit C*. Contractors may also visit www.wdol.gov/dba.aspx

SECTION 14. Other Provisions.

a. ***Force Majeure.*** In the event either party is rendered unable, wholly or in part, by force majeure to carry-out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided, but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or similar civil disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and other inabilities of any party, whether similar or those enumerated or otherwise, which are not within the reasonable anticipation or control of the party claiming such inability, which such Party should not have avoided by the exercise of due diligence and care. If delays resulting from such causes increase the cost or time required by the Vendor to perform the services under this Agreement, the Vendor shall be entitled to a reasonable adjustment in schedule and, if applicable and upon written agreement of the Parties, compensation.

b. ***Status as Independent Contractor.*** The City and the Vendor are contractors independent of one another and neither party's employees will be considered the employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third- party.

c. ***Applicable Law and Forum.*** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brough in the state or Federal courts sitting in Fort Bend County, Texas.

The Vendor understands, acknowledges, and agrees that the City, as a Texas municipality organized under the laws of the State of Texas, is bound by the laws of the State of Texas. To the extent, if any, that any provision of this Agreement is in conflict with the laws of the State of Texas, such provision shall be void and have no force or effect.

d. ***Public Information Act.*** Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Effective January 1, 2020, the

requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that this Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Vendor is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

e. ***Notices.*** All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY:

City of Fulshear
Attn: Purchasing Coordinator
P.O. Box 279
Fulshear, Texas 77441
Email: cleal@fulsheartexas.gov

IF TO VENDOR:

JLS Real Estate
Attn: Kevin Winkelmann
11755 W. Little York, Suite 900
Houston, TX 77041
Email: kwink@JLSRE.com

f. ***Ownership of Documents.*** The final sealed documents prepared by the Vendor shall be provided to the City, for the City's use, in the form of a license permitting the City's use and shall not be otherwise limited, so long as the City's use is in accordance with applicable legal requirements.

g. ***Successors and Assigns.*** The City and the Vendor each bind itself and its partners, successors, executors, administrators, and assigns to the other party of the Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all terms, covenants, and conditions of this Agreement. Neither the City nor the Vendor shall assign, sublet, or transfer its interest in this Agreement without written consent of the

other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and the Vendor.

h. ***Waiver.*** No waiver by the City of any breach by the Vendor of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent set forth in writing.

i. ***Entire Agreement.*** This instrument, including attached exhibits, contains the entire Agreement between the City and the Vendor, apart from any letter proposals or proposals describing the scope of services, method of compensation, and any special contractual provision that, mutually agreed upon by the Parties, shall become part of this Agreement.

j. ***Modifications.*** No modification of this Agreement shall be effective unless in writing and signed by both parties.

k. ***Severability.*** If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

l. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will be deemed one and the same document. A photocopy of facsimile reproduction of an original signature of a party on this Agreement beings that party to the terms, covenants, and conditions of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, and in acknowledgment that the Parties hereto have read and understood each and every provision hereof, the Parties have executed this Agreement on the date first set forth above.

CITY:

CITY OF FULSHEAR, TEXAS

By: _____
City Manager

VENDOR:

JLS Real Estate

By: _____
Name: _____
Title: _____