

PROFESSIONAL SERVICES AGREEMENT

This Agreement is for professional services between Gallinar Planning & Development, LLC (“GPD”) and El Paso County (“County”).

1. **TERM.** This Agreement shall commence on the date the last party executes it, and shall terminate on May 31, 2022 or when all obligations under it have been performed—whichever occurs earlier. In addition, either Party may terminate this Agreement for convenience by providing 30 days’ written notice to the other Party.
2. **SCOPE OF SERVICES.** GPD will perform the professional services described in **Attachment A** and the Syllabus, **Attachment B**.
3. **COMPENSATION.** The compensation due to GPD for providing professional services called herein shall not exceed thirty-eight thousand five hundred (\$38,500). If this Contract is terminated prior to full performance by GPD, GPD shall be compensated on a pro rata basis for work actually performed.

Any additional services must be approved a writing executed by both Parties prior to the performance of any additional services.

4. **PAYMENT.** Payments to GPD shall be based on invoices submitted to the County by GPD. GPD will submit invoice to the County on a monthly basis. Invoices will include total hours worked and a description of services rendered. Upon the receipt of each invoice, the County will promptly initiate the payment process.
5. **INSURANCE.** Prior to the start of services, GPD shall provide the County with a Certificate(s) of Insurance and maintain such insurance throughout the term and performance of this Agreement. The insurance shall provide the following minimum coverages:
 - A. **COMMERCIAL GENERAL LIABILITY.** Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage with combined single limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - B. **PROFESSIONAL LIABILITY.** Insurance with a limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
6. **NO ASSIGNMENT OR SUBCONTRACTING.** GPD shall not assign this Agreement or subcontract its rights or responsibilities under this Agreement, in whole or part, without the prior written consent of the County.
7. **INDEMNITY.** GPD shall at all times be deemed to be performing as an independent contractor and not as an agent, employee, or representative of the County and the acts and

omissions of GPD shall be deemed acts of GPD. **GPD SHALL BE SOLELY RESPONSIBLE FOR ANY ACTS OR OMISSIONS THAT IT COMMITS UNDER THIS AGREEMENT AND SHALL HOLD THE COUNTY AND ITS EMPLOYEES HARMLESS AND DEFEND THE COUNTY AS IT RELATES TO LIABILITY TO THE EXTENT PERMITTED BY LAW.**

TO THE EXTENT PERMITTED BY LAW, AND WITH THE MUTUAL UNDERSTANDING THAT THE COUNTY HAS ESTABLISHED NO INTEREST AND SINKING FUND, THE COUNTY SHALL HOLD GPD HARMLESS AND DEFEND GPD, ITS AGENTS AND EMPLOYEES FROM ANY AND ALL THIRD-PARTY CLAIMS RELATED TO THE COUNTY'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, AND ALL OTHER CIVIL RELATED CLAIMS OR LAWSUITS STEMMING FROM GPD'S PERFORMANCE OF THIS AGREEMENT.

8. **NOTICES.** All notices, required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail. Email is also an acceptable form of communication.

If to the County: Director of Planning & Development
800 East Overland, Suite 200
El Paso, Texas 79901
Email: Planning@EPCounty.com

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If to GPD: Carlos Gallinar
6006 N. Mesa, 10th Floor
El Paso, Texas 79912
Phone: 915-346-6586
Email: cgallinar@gallinar-planning.com

9. **GOVERNING LAW.** This Agreement shall be interpreted, and applied under the laws of the State of Texas. Venue in any dispute shall lie in a court of competent jurisdiction sitting in El Paso County, Texas.

GALLINAR PLANNING & DEVELOPMENT, LLC.

Carlos Gallinar

Date: _____

THE COUNTY OF EL PASO TEXAS

Ricardo A. Samaniego
El Paso County Judge

Date: _____

APPROVED AS TO FORM

Jose Landeros
Director of Planning and Development