



AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF KYLE, TEXAS TRAYLOR CONTRACT NO. 09-2016-KYLE

STATE OF TEXAS §

COUNTY OF HAYS §

This Agreement is entered into by and between CITY OF KYLE, hereinafter called "OWNER" and TRAYLOR & ASSOCIATES, INC., hereinafter called "CONSULTANT". In consideration of the AGREEMENTS herein, the parties agree as follows:

1. **Employment of CONSULTANT:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ CONSULTANT; CONSULTANT agrees to perform professional services in connection with OWNER'S projects; OWNER agrees to pay CONSULTANT compensation. CONSULTANT will be authorized to perform its services under individual WORK ORDERS.
2. **SCOPE OF SERVICES:** CONSULTANT provides services to local governments and private businesses in the specialized preparation of applications to agencies of the State and Federal government for project financing, and the administration of projects involving grant financing through professional management and compliance documentation services. CONSULTANT shall render professional services in connection with a project as set forth under individual WORK ORDERS, which, when executed by both parties shall become a part of this AGREEMENT.
3. **COMPENSATION:** OWNER agrees to pay CONSULTANT for all professional services rendered under this AGREEMENT in accordance with amounts established under individual WORK ORDERS, which when fully executed shall become a part of this AGREEMENT. Details concerning the fee will be included in the individual WORK ORDERS, including basis for compensation (billed hourly at disclosed rates, or fixed fee payable per month or achievement of scheduled milestones), and source of payment (grant funds or other funds). If CONSULTANTS services are delayed, suspended, or extended by OWNER, CONSULTANT shall be entitled to request an equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by CONSULTANT in connection with such delay, suspension and reactivation, or extension and the fact that the time for performance under this AGREEMENT has been revised.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER or CONSULTANT and for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This contract is executed in two counterparts. IN TESTIMONY HEROF, they have executed this AGREEMENT, as of the dates indicated below.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**SIGNATURE PAGE FOR
TRAYLOR CONTRACT No. 09-2016-KYLE
SERVICES TO CITY OF KYLE, TEXAS**

**CONSULTANT:
TRAYLOR & ASSOCIATES, INC.**

**OWNER:
CITY OF KYLE, TEXAS**

GARY TRAYLOR – PRESIDENT

BY: _____

Name: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK