

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CITY

The City will furnish items and perform those services for fulfillment of the Contract as identified in the Bylaws of the Corporation.

ARTICLE 2
CONTRACT PERIOD

This Contract shall begin at the start of business on October 1, 2021 and terminate at the close of business on September 30, 2022 unless extended by written supplemental agreement duly executed by the Corporation and the City prior to the date of termination. Any work performed or cost incurred prior to the date of this contract and after establishment of the Corporation, will be reimbursed as in the terms of the Contract.

ARTICLE 3
CONTRACT PRICE

Corporation shall pay City for the services contemplated herein as follows:

1. For all administrative and legal services, the monthly flat fee of \$28,967 as identified in Attachment A.

External third party legal services will be billed separately as needed.

ARTICLE 4
PAYMENT PROCEDURES

The Corporation shall pay the City \$28,967 per month on the first of each month, beginning on October 1, 2021 during the term of this Agreement. In addition, the Corporation shall pay for all external legal or other professional services invoices pursuant to the Article 3 within thirty (30) days of receipt.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of the Corporation and shall be furnished to the Corporation upon request. Release of information to the public shall be subject to and in conformance with the Texas Public Information Act.

ARTICLE 6
SUSPENSION

As authorized by Section 3.08 of the Corporation's Bylaws, the City may suspend services under this Contract without committing a breach of its terms upon the occurrence of any of the following:

(1) The City Manager does not approve of the utilization of any or all services;

- (2) The City Manager feels the City is not receiving reasonable compensation for any or all services; or
- (3) The performance of a service materially interferes with the other duties of the affected City personnel.

ARTICLE 7 TERMINATION

The Contract may be terminated before the stated termination date by any of the following conditions:

- (1) By mutual written agreement and consent; or
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein; or
- (3) By either party for reasons of its own and without the consent of the other party, provided that at least thirty (30) days written notice is provided to the other party.

The termination of this Contract and payment of an amount in settlement as prescribed in Article 3, above shall extinguish all rights, duties, and obligations of the City and the Corporation under this Contract.

ARTICLE 8 INDEMINIFICATION

Corporation's Indemnification. The Corporation agrees, to the extent permitted by law, to save harmless the City and its agents, officers and employees from all claims and liability due to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Corporation or of the Corporation's agents, officers, and employees. The Corporation shall also save harmless the City and its agents, officers, and employees from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Corporation, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of City, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by City or its agents, officers or employees as a condition precedent to City's recovery under this provision.

City's Indemnification. The City agrees, to the extent permitted by law, to save harmless the Corporation and its agents, officers, and employees from all claims and liability due to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the City or the City's agents, officers, or employees. The City shall also save harmless the Corporation from any and all expense, including, but not limited to, attorney fees which may be incurred by the Corporation in litigation or otherwise resisting said claim or liabilities which may be imposed on the Corporation as a result of such activities by the City, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of Corporation, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by Corporation or its officers or employees as a condition precedent to Corporation's recovery under this provision.

ARTICLE 9

SEVERABILITY

In the event any one or more of the provisions contained in this Contract 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 provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 10 PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 11 NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

For City: City Manager
 City of Georgetown
 P.O. Box 409
 Georgetown, Texas 78626 (PO Box zip is 78627)

For Corporation: General Manager
 Georgetown Economic Development Corporation
 P.O. Box 409
 Georgetown, Texas 78626 (PO Box zip is 78627)

ARTICLE 12

SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS WHEREOF, the City and the Corporation have executed these presents in duplicate on this the ____ day of _____, 2021.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

CITY OF GEORGETOWN

By: _____
Printed Name: Josh Schroder
Title: Mayor

ATTEST:

By: _____
Printed Name: Robyn Densomre
Title: City Secretary

APPROVED AS TO FORM:

Skye Masson City Attorney

Attachment A

The GEDCO Administrative Allocation for departments such as City Manager's Office, Finance and Accounting, and the Legal Department totals \$347,604 for FY2022. This equates to \$28,967 per month.