



AGENDA

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION MEETING

January 15, 2020

BARTONVILLE TOWN HALL, 1941 E. JETER ROAD, BARTONVILLE, TX 76226

6:00 P.M.

A. CALL TO ORDER

B. PUBLIC PARTICIPATION

If you wish to address the Board, please fill out a "Public Meeting Appearance Card" and present it to the Board Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Board for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Board during the Citizen Comments portion of the meeting or when the item is considered by the CDC Board.

C. ITEMS

1. Consider approval of the December 11, 2019, meeting minutes.
2. Discuss and consider approval of a Professional Services Agreement with Local Economics Consulting, LLC.
3. Update on Pedestrian Walkway Project between Bartonville Town Hall and the Bartonville Store.

D. ADJOURNMENT

I hereby certify that the above agenda was duly posted on the Town Hall Bulletin Board on Friday, January 10, 2020 at 3:50 p.m.

Tammy Dixon, Town Secretary

The Corporation reserves the right to reconvene, recess, or realign the order of business at any time prior to adjournment.



BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

AGENDA ITEM NO. 1

DATE: January 15, 2020

FROM: Tammy Dixon, Board Secretary

ITEM: Consider approval of the December 11, 2019, meeting minutes.

SUMMARY:

The Board held a meeting on December 11, 2019.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Draft meeting minutes

**THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION MEETING
HELD ON THE 11th DAY OF DECEMBER 2019, AT BARTONVILLE TOWN HALL, 1941
E. JETER ROAD, IN THE TOWN OF BARTONVILLE, COUNTY OF DENTON, TEXAS
AT 6:30 P.M.**

The Bartonville Community Development Corporation met in a meeting with the following members present:

Jim Langford, Chair
Terry Rock, Vice Chair
Randy Van Alstine
Dwain Skrobarcek
Josh Coleman

With the following members absent: Jim Foringer and Jim Fay.

Also present: Tammy Dixon, Town and Board Secretary

There constituting a quorum, the following business took place:

A. CALL TO ORDER

Chairman Jim Langford called the meeting to order at 6:04 p.m.

B. CITIZEN PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the Bartonville Community Development Corporation Board on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the Board on items that are not posted on the agenda.

There were none.

C. ITEMS

1. Consider approval of the November 18, 2019, meeting minutes.

Terry Rock moved to approve the November 18, 2019, meeting minutes. Randy VanAlstine seconded the motion. The motion carried by a vote of 5 to 0.

2. Discussion on consulting services with Alora M. Wachholz.

Ms. Wachholz provided a summary of her economic development background and qualifications. A discussion ensued regarding the types of economic development programs the board was looking at which included business retention, business recruitment, social media and marketing.

Ms. Wachholz stated she would prepare a work plan for the board to review at their next meeting.

3. Update on Pedestrian Walkway Project between Bartonville Town Hall and the Bartonville Store.

Randy VanAlstine stated he, along with Jim Fay, met with Gary Vickery, Town Engineer, and discussed the options for a pedestrian bridge and the issues involved since the area was in the floodplain. He stated Mr. Vickery was going to investigate pricing of a prefabricated bridge.

4. Update on development activity (new businesses, prospective businesses, expansion of businesses).

No discussion.

5. Discussion on marketing, promotional items, and advertising of local businesses.

No discussion.

D. ADJOURNMENT

Chairman Langford adjourned the meeting at 7:33 p.m.

BCDC approved this the 15th day of January 2020.

Approved:

Jim Langford, Chair

Attest:

Tammy Dixon, Town Secretary



BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

AGENDA ITEM NO. 2

DATE: January 15, 2020

FROM: Tammy Dixon, Board Secretary

ITEM: Discuss and consider approval of a Professional Services Agreement with Local Economics Consulting, LLC.

SUMMARY:

The Board met with Alora Wachholz, Local Economics Consulting, LLC CEO regarding the Board's goals for business retention, recruitment, and marketing projects.

Ms. Wachholz prepared the attached draft scope of work for the Boards discussion along with a Professional Services agreement for consideration. Ms. Wachholz will be present at the meeting.

FISCAL IMPACT:

\$15,000 - \$20,000 based on services/programs selected.

LEGAL REVIEW:

The agreement has been reviewed by Jeff Moore, BCDC Attorney

ATTACHMENTS:

- Draft Scope of Work
- Draft Agreement



Bartonville 2020 Work Plan

January 15, 2020 to September 30, 2020

DRAFT

Alora M. Wachholz, CEcD
Chief Executive Officer
Local Economics, LLC

As it is mutually agreed an invaluable effort, to protect the Town of Bartonville's unique community atmosphere, to thoughtfully support the limited-yet-dynamic economic vitality of the Town, and to engage existing local businesses in an effort to retain them long-term, the Town of Bartonville Community Development Corporation board and Local Economics, LLC hereby agree to the following **12-Point Action Item** scope of work, and associated costs listed herein, in addition to the services of the Consultant, agreed at **\$15,000.00** for the duration of the contract, to be undertaken during the time period from **January 15, 2020 until September 30, 2020** as part of these Consultant contract service objectives:



Retention-Focused Action Items

ACTION ITEM #1: Creation of an existing business list for the Town of Bartonville with contact information¹

ACTION ITEM #2: Conduct a minimum of 5 retention meetings per month with local business owners / commercial property owners / brokers and provide Retention Feedback Sheets²

ACTION ITEM #3: Creation of a quarterly E-newsletter for community, and surrounding area, business & news information³

ACTION ITEM #4: Investigation of and report to board on potential Chamber of Commerce partnerships & programs⁴

ACTION ITEM #5: Host first-annual Local Business Leaders event⁵

¹ Data for this list will be pulled from permit information and kept in a format that is easily updateable for long-term use.

² Retention Feedback Sheets are outlined on "Included in Contract Price" slide. More than 5 retention meetings per month may be conducted by BCDC board members on a voluntary basis, if requested. BCDC board members may be invited to attend retention meetings with Consultant prior to voluntary meetings, as they would like, but is not required.

³ Quarterly E-newsletters will contain information of importance to local business stakeholders and will begin distribution before the end of February 2020 and continue monthly to a subscription list of individuals in the community electing to be included on the correspondence; at no time provided without their consent. All E-newsletters will be posted publicly online on the Town's website.

⁴ Report to BCDC board will include options on area Chambers the Town may wish to partner with for service, any associated costs for providing Chamber-type services internally or otherwise, programming available that may be of specific interest for Town of Bartonville businesses, and an action plan on how to communicate the results of this report effort to the business community.

⁵ The Local Business Leaders event will allow Bartonville business owners, commercial property owners, employers, community partners, and other business stakeholders the opportunity to come together to learn more about the community and opportunities available to them, network with one-another, and get to know who their resources are at the Town of Bartonville.

Recruitment-Focused Action Items

ACTION ITEM #6: Creation of a Town-wide available property and sites list⁶

ACTION ITEM #7: Using community demographic and site data, identify target market list for recruitment efforts⁷

ACTION ITEM #8: Conduct a minimum of 5 recruitment meetings per month on behalf of the Town for viable, quality opportunities and provide Recruitment Feedback Sheets⁸

ACTION ITEM #9: Specific assistance and support for developing pad sites across from, and as part of, Kroger center⁹

ACTION ITEM #10: Specific assistance and support for developing pad sites around Marty B's¹⁰

⁶ Data for list will be pulled from CoStar and LoopNet information and will be kept in a format that is easily updateable for long-term use.

⁷ The Bartonville Target Market List will begin as a list of retailers that have certain site and market requirements which meet those found in the local economy, as determined by data. This information will be further explored for a values assessment by the BCDC board to determine which of the retailers on the initial listing are those which support the vision and values of the Town of Bartonville community to produce a final listing of companies which will be personally contacted and engaged for potential site development.

⁸ Recruitment Feedback Sheets are outlined on “Included in Contract Price” slide.

⁹ As each individual project has a changing scope of needs over time, depending on the engaged parties and project, assistance shall include any and all professional guidance, solicitation of updates, negotiations, address of questions, written communication, conference calls, etc. for the designated future development of available pad sites located around the Kroger center in Bartonville.

¹⁰ As each individual project has a changing scope of needs over time, depending on the engaged parties and project, assistance shall include any and all professional guidance, solicitation of updates, negotiations, address of questions, written communication, conference calls, etc. for the designated future development of available properties located around the Marty B's area of Bartonville.

Project-Focused Action Items

ACTION ITEM #11: Evaluate and present options for live-entertainment marketing program package to BCDC board¹¹

ACTION ITEM #12: Investigate opportunities to renegotiate existing Chapter 380 incentive agreements¹²

¹¹ Options will include those which have previously been explored and brought before the BCDC board, as well as potential comparable or expanded opportunities that will promote the Town of Bartonville and its business community as a place for consumers to enjoy live entertainment.

¹² Consultant to initiate conversation with contracted parties to revisit and review options for any existing Chapter 380 Agreements in place in the Town which may present opportunities to consolidate time or value terms in a way that is mutually beneficial to all parties and the Bartonville community long-term. ONLY through a dual-party agreement presented to, and approved by, Town Council, can ANY changes, amendments, or negotiations be made formal, legal, or otherwise valid. This is explicitly known and acknowledged by Consultant and the BCDC.

Included in Contract Price

Client will receive:

- Continuous on-call and email availability by Consultant during normal Town of Bartonville Town Hall work week business hours. Calls should be directed to Local Economics phone number (817-676-2403). Missed calls will be returned in a timely manner not-to-exceed a 48-hour wait time. Should these terms need to change for short durations, such as during Consultant holiday, Consultant will let Client know in advance and with clarity on how and when follow-up will take place.
- Weekly Update – Brief, emailed update on any and all work conducted of note during that week
- Monthly Update – This emailed update includes more detail on Action Item Work Plan progress completed in the month preceding
- Recruitment Feedback Sheet – Provides an overview of who Consultant met with, what was discussed, and if there is any follow-up intended (will be included in Monthly Updates)
- Retention Feedback Sheet – Provides an overview of who Consultant met with, what was discussed, and if there is any follow-up intended (will be included in Monthly Updates)
- Recap Sheet – Following any events hosted by the Consultant on behalf of the Town, this sheet will provide a summary of what the event was, who attended, what the topics were, and what follow-up items there are
- Contract Overview Report – At the end of the contract term, Consultant will supply to the Town, a report that outlines the work having been completed throughout the term of the Agreement and resultant performance indicators
- Presentation Support – Consultant is available to prepare and present any requested items to the Bartonville Community Development Corporation board and/or Town Council, public speaking presentations for events, notes for speakers on economic initiatives, and more at the request of Town Secretary

Consultant will attend:

- Bartonville Community Development Corporation Board Meetings
- Development Plan Review Meetings – When they involve potential commercial development opportunities
- Individual Meetings – As requested by Town Secretary, at the behest of the BCDC, City Council, community partners, residents, etc.

Action Items Deliverables & Cost

Action Item	Focus	Scope	Deliverable(s)	Time Frame	Expected Cost to Town
1.	Retention	Create existing business list	Bartonville Existing Business List	By February 29, 2020	-
2.	Retention	Conduct 5 retention meetings per month	Retention Feedback Sheets	Throughout term	-
3.	Retention	Create quarterly E-newsletter	Three business info newsletters	Feb/May/Aug 2020	-
4.	Retention	Chamber options for businesses	Report to BCDC on options	By March 31, 2020	-
5.	Retention	Host Local Business Leaders event	Event held	By July 31, 2020	Town to cover any event costs such as food, rentals, AV, etc.
6.	Recruitment	Create available properties list	Bartonville Available Sites List	By February 29, 2020	-
7.	Recruitment	Create business target market list	Bartonville Target Market List	By April 30, 2020	-
8.	Recruitment	Conduct 5 recruitment meetings per month	Recruitment Feedback Sheets	Throughout term	-
9.	Recruitment	Assistance on moving Kroger pads	Progress on Monthly Updates	Throughout term	-
10.	Recruitment	Assistance on moving Marty B's pads	Progress on Monthly Updates	Throughout term	-
11.	Project	Live entertainment marketing evaluation	Report to BCDC on options	By March 31, 2020	-
12.	Project	Open conversation on Chapter 380	Progress on Monthly Updates	Throughout term	-

Optional Action Items

- Contract with third party on market trade area analysis using cellular data to use in recruitment efforts: **COST \$2,000.00**
- Plan and administer a Town of Bartonville Business social media campaign blitz: **COST \$2,000.00**
 - Includes a “game plan” and schedule for a series of tweets, posts, live videos, etc. for social media to showcase the Town of Bartonville and its unique business community in a month-long span to heighten interest in the Town and share information that might not be widely known
 - Includes administering that game plan and follow-up to BCDC board with an overview report of results from campaign
- Represent the Town of Bartonville at the 2020 North Texas Commercial Association of Realtors Expo to be held in Dallas in September 2020 to solicit retail recruitment opportunities as ATTENDEE and provide feedback sheet: **COST \$500.00**
 - Includes ticket price to attend the event, mileage, and time
 - Event offers opportunities to personally meet with, and pitch sites directly to, representatives of over 50 companies
 - Feedback sheet would include list of who Consultant met with during event and if there is any follow-up needed
- Recommend to board options for, and administer resultant, recruitment advertisement strategy: **COST \$1,500.00**
 - Includes options and pricing for taking out a series of specifically-targeted advertisements in appropriate publications to advertise that the Town of Bartonville is looking to recruit unique, quality, specialized new businesses in order to drum up attention
 - Cost also includes administering advertisement contracts, meeting contract deadlines, design and creation of the advertisement imagery, itself (and subject to BCDC board approval), etc. but does not include cost to publications for advertisement services
- Conduct online business survey in attempt to solicit retention feedback and increase participation numbers: **COST \$2,000.00**
 - Includes the cost of SurveyMonkey.com subscription, design and creation of survey instrument, plan to market survey to business community, collection and analysis of data, and resultant report to be presented to the BCDC board upon completion



LOCAL
economics
CONSULTING, LLC

Alora M. Wachholz, CEcD
Alora@localeconomics.com
817-676-2403 Direct
703-489-3324 Mobile

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made and entered into by and between the Bartonville Community Development Corporation (BCDC) and Local Economics, LLC (Consultant).

RECITALS

WHEREAS, Consultant has certain professional skills, knowledge, experience in the field of economic development and/or access to personnel having same which are highly desirable to the BCDC;

WHEREAS, the BCDC desires to retain Consultant to provide such professional services; and

WHEREAS, Consultant is willing to provide services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration of the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Scope of Services.** Consultant shall provide the professional services described on Exhibit A attached hereto and incorporated herein (Work Plan) to the BCDC during the term as outlined under Section 3 of this Agreement. Consultant shall be available to consult with the BCDC and others as directed by the BCDC concerning the completion of Work Plan objectives. The BCDC shall establish the goals to be achieved within the Work Plan but not the details nor means by which such goals are accomplished.
- 2. Compensation.** Assuming satisfactory performance, as compensation for the services provided pursuant to this Agreement, the BCDC agrees to pay Consultant the amount(s) set forth in Exhibit B, attached hereto and incorporated herein, by check or in such other form as the BCDC may require. Consultant shall submit to the BCDC by the tenth (10th) day of each month in which services are to be rendered, an invoice for the pro-rata portion of payment as outlined in Exhibit B. Such invoice shall be submitted as the BCDC shall direct. Within thirty (30) days after receipt of such invoice, the BCDC shall pay to Consultant fees for Work Plan services outlined in said invoice. The BCDC shall have no obligation to make any payment for reimbursement for any expenses or fees incurred in connection with the performance of the Work Plan objectives pursuant to this Agreement except as provided in Exhibit B. Contract amendments may include adjustments to the compensation and fees associated with the scope of work but all pricing must be agreed upon by both parties prior to amendment approval.
- 3. Term and Termination.** The term of this Agreement shall begin as of the date of approval hereof and shall terminate on September 30, 2020. A contract completely separate and apart from this Agreement may be negotiated between BCDC and Consultant no less than thirty (30) days prior to end of term of this Agreement and contingent on BCDC budget approvals for service scope; but shall have no bearing on the terms and obligations contained herein this Agreement. The BCDC may terminate this Agreement by providing no less than thirty (30) days written notice to Consultant. Consultant may terminate this Agreement by providing no less than thirty (30) days written notice to BCDC. Upon effective date of termination by either party, no further contract payments will be accepted and no additional payments or reimbursements will be obligated. At no time shall compensation previously paid to Consultant be returned, reimbursed, or charged to Consultant. At the time of any notice of termination, Consultant shall complete all services in progress as if such notice of termination had not been given. The BCDC shall have no liability to Consultant beyond payment pursuant to this Agreement for the services rendered to and accepted by the BCDC prior to the effective date of such termination.

4. Relationship of the Parties.

The status of Consultant shall be that of an independent contractor and not that of any employee, agent or other partner of the BCDC. Consultant shall have no power or authority to act on behalf of the BCDC or in its name or to bind the BCDC, either directly or indirectly, in any manner nor shall Consultant make any representation otherwise to any person, except as requested and determined by BCDC. Consultant is retained solely for the purpose of providing Work Plan objective services to the BCDC. Consultant expressly assumes all tax liabilities associated with the compensation paid pursuant to this Agreement.

In accordance with the terms of this Agreement, Consultant shall be free to accomplish the Work Plan objectives for which Consultant has been retained in such manner as Consultant may determine. Consultant may engage third parties (collectively, "Subcontractors") to assist Consultant in the performance of Work Plan objectives. Any agreements between Consultant and Subcontractors shall contain only provisions that are consistent with the obligations and performance of Consultant under this Agreement. Notwithstanding any provision in this Agreement to the contrary, Consultant shall at all times remain fully responsible to BCDC for the acts and omissions of all Subcontractors, including without limitation, the performance in accordance with the terms and considerations of this Agreement of the services by any and all Subcontractors.

Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Consultant shall not be considered as having an employee status or any pension or benefit plan, worker's compensation or unemployment compensation. Consultant acknowledges that they are not engaged by the BCDC in any other capacity and that Consultant shall not hold any other position with the BCDC during the term of this Agreement nor shall Consultant file or apply for any unemployment benefit or similar payment with any federal, state or local agency.

In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Consultant hereby waives, for the period prior to the date such determination becomes final, any and all claims to coverage under all BCDC retirement, profit-sharing, pension, health, dental, welfare, or similar type plans.

5. Representations and Warranties of Consultant. Consultant represents, warrants and covenants to the BCDC that: (i) Consultant possesses the requisite training, knowledge, skills, experience and expertise to provide the Work Plan service objectives and shall provide these services in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all applicable laws and regulations, Exhibits, and with the degree of knowledge, skill and judgement normally exercised by professionals with respect to services of the same or similar nature; (ii) Consultant has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (iii) this Agreement, upon execution thereof by the person representing Consultant below, will be the legal, valid and binding agreement of Consultant, enforceable in accordance with all terms and applicable law; and (iv) Consultant's performance of services pursuant to this Agreement does not violate any existing agreement or obligation between Consultant and a third party.

6. Confidential Information.

Consultant acknowledges that in connection with this Agreement and the services provided by Consultant under this Agreement, the BCDC may provide, and Consultant may acquire and make use of, certain confidential information both of the BCDC and of private businesses, relating to the provision of the Work Plan service objectives.

Consultant shall not use or access such confidential information except in connection with the performance of the Work Plan service objectives, or divulge such information to any third party, unless under the BCDC's consent in such instances where such divulgence or disclosure is required by law or to perform the service objectives of this Agreement. Consultant agrees to protect and safeguard from and against unauthorized access, use or disclosure any confidential information obtained by the BCDC in the same manner in which it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Upon expiration or termination of this Agreement, Consultant shall not take nor retain, without prior written consent from the BCDC, any confidential information or copies thereof in any form or medium of any kind.

In the likely event that Consultant may receive a demand from a third party for a two-party Confidentiality Agreement to be signed and effected, be it known to all parties that Consultant reserves the right to enter into these agreements as an independent entity and will maintain the sanctity of the Confidentiality Agreement in accordance with law and will have no obligation to share such information with BCDC or any other party notwithstanding those privy to the Confidentiality Agreement. No BCDC authorization will be required unless and until such information is determined to be able to be shared with BCDC representatives.

7. Intellectual Property. Consultant shall provide the Work Plan service objectives for the exclusive benefit of the BCDC. Except as provided below, all items created or developed in, or resulting from, the course of performance by Consultant and the various obligations under this Agreement are property of the BCDC but may be used by Consultant for marketing, use as performance examples, and as base templates for other clients. This includes, without limitation all (i) plans; (ii) materials; (iii) reports and results; (iv) documents; (v) graphic elements; aesthetic qualities, "look and feel" of any deliverable and all other unique, novel and/or customized parts and aspects of any and all deliverables not generally used or applied to similar products, as well as all modifications, and enhancements of any of the foregoing (vi) text, photos, recordings or other materials of any kind or nature; and (vii) all elements of the deliverables created or developed by or on behalf of Consultant.

8. Conflict of Interest. During the term of this Agreement Consultant shall avoid any conflict of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting the professional duties of Consultant in performance of this Agreement.

9. Compliance with Laws; Indemnification.

Consultant shall comply with all applicable federal, state and local laws in connection with the performance by Consultant of obligations of Consultant under this Agreement. Consultant agrees to release the BCDC from any claims, other than breach of this Agreement, arising under or relating to this Agreement.

CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BCDC AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "BCDC MEMBERS") FROM AND AGAINST ANY CLAIMS, DEMANDS, SUITE, SETTLEMENTS, DAMAGES, LOSSES, LIABILITIES, COSTS FOR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (EACH A "CLAIM") PAID OR INCURRED BY, OR ASSERTED AGAINST ANY BCDC MEMBER RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH (I) THE BREACH OF ANY OF THIS AGREEMENT BY CONSULTANT; OR (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT OR ANY OF ITS OFFICERS, DIRECTORS, TRUSTEES, EMPLOYEES, REPRESENTATIVES AND/OR AGENTS EXCEPT TO THE EXTENT SUCH

CLAIM RELATES TO, ARISES OUT OF IT IN CONNECTION WITH THE NEGLIGENCE OF THE BCDC.

10. Notices. All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person, sent electronically or via nationally recognized mail service to the applicable party at its address or email address set forth below or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given:

If to BCDC:

Bartonville Community Development Corporation
Attn: Tammy Dixon, Town Secretary
1941 E. Jeter Road
Bartonville, Texas 76226
Email: tdixon@townofbartonville.com

Consultant:

Local Economics, LLC
Attn: Alora M. Wachholz, CEO
PO Box 77111
Fort Worth, Texas 76177
Email: alora@localeconomics.com

11. Captions; Entire Agreement; Amendments. The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, exhibits and other documents incorporated by reference in this Agreement set forth the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, agreement and undertakings between the parties with respect to the subject matter. In the event of any inconsistency or conflict between the terms hereof and any exhibit or other document incorporated by reference into this Agreement, the terms hereof shall govern and control. Alterations to the scope of services as outlined in Exhibit A are expected and shall be accommodated except where they add significant additional hours of effort to Consultant's workload, at which time either party may initiate a request to the other party to amend this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

12. No Waiver. Neither the failure nor delay by either party to exercise any right, remedy, power or privilege under the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the party to be charged thereby.

13. Assignment; Binding Effect. Consultant shall not assign or transfer any rights or obligations of Consultant under this Agreement without the prior written consent of the BCDC. This Agreement shall be binding on heirs, successors in interest and permitted assigns of the parties. This Agreement is being entered solely for the benefit of the parties hereto and nothing in this Agreement shall confer nor be interpreted as having conferred any benefit to any third party.

14. Governing Law. The validity, construction, interpretation and all other matters relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law principles. In the event of any action or proceeding to enforce any term of this Agreement, the parties shall submit to the exclusive venue of any court located in Tarrant County, Texas.

15. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.

16. Insurance/Authorization. Consultant agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required of other professional consultants and contractors retained by BCDC. Consultant shall provide BCDC with evidence of such coverages in a form which is acceptable to the BCDC. Such policies shall name the BCDC, its officers, employees and agents as an additional insured and shall provide for a waiver of subrogation against the BCDC.

17. Permits; Licenses. Consultant hereby represents, warrants and covenants to BCDC that it has and/or will have and maintain all necessary permits, licenses, approvals and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

18. Survival; Severability. The provisions of Sections 4, 5, 7, 9, 14 and 17 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken herefrom and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that is closest to the parties' intent underlying the invalid or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused this Professional Services Agreement to be executed by their respective duly authorized representatives as of the seventh _____ day of January, 2020.

CONSULTANT

Local Economics, LLC, a Texas limited liability company

By: _____
Print: Alora M. Wachholz, CEcD
Title: Chief Executive Officer

BCDC

Bartonville Community Development Corporation

By: _____
Print: Jim Langford, Chairman