

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is by and between the Texas City Economic Development Corporation, a Texas economic development corporation established pursuant to the Texas Local Government Code § 504, (“TCEDC”) and Garner Economics LLC a Georgia limited liability company (“Consultant”) referred to collectively as the “Parties.”

WHEREAS, the Consultant desires to provide certain Consultant services set out in this Agreement, and the TCEDC desires to retain the Consultant to provide such services.

IN CONSIDERATION of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Scope of Work. The TCEDC engages the Consultant to furnish the work described in Exhibit “A” attached to this Agreement (the “Work”) at the times specified in Exhibit “A” and the Consultant agrees to furnish the Work as specified.

2. Price and Payment. The TCEDC agrees to pay the Consultant in accordance with the terms set out in Exhibit “A”, and the Consultant agrees to accept such amounts as full payment for all work performed for the TCEDC, and to sign affidavits and/or receipts as the TCEDC may request in order to acknowledge payment.

3. Consultant Relationship. The Consultant is a consultant and is not an employee, servant, agent, partner or joint venturer of the TCEDC. The TCEDC shall determine the Work to be done by the Consultant, but the Consultant shall determine the legal means by which the Work is accomplished. The Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to environmental laws, employment laws, safety regulations, and any other applicable laws, statutes, or regulations.

4. Taxes and Benefits. The Consultant shall be responsible to pay all taxes as required by law. The TCEDC is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to the Consultant. Neither the Consultant (nor the Consultant’s employees, if any) shall be entitled to receive any benefits from the TCEDC, including but not limited to worker’s compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.

5. Risk. The Consultant shall perform the Work at Consultant’s own risk.

6. Assignment. The Consultant may assign any or all of its rights or duties under this Agreement at any time without the advance written consent of the TCEDC.

7. Term and Termination. This Agreement is effective on the date the Agreement is signed by the TCEDC (unless an Effective Date is specified in Exhibit “A”) and shall continue in effect until terminated by either Party upon written notice to the other. Any such termination shall not affect the TCEDC’s obligation to pay the Consultant for Work performed before the date of termination.

8. Entire Agreement. This Agreement is the entire agreement between the Parties, and supercedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

9. Severability. If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

10. Choice of Law. This Agreement is made and shall be enforced under the laws of the State of Texas, without regard to its provisions concerning choice of law.

11. Attorney's Fees. If any legal action arises under this Agreement or by reason of any alleged breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action, and all costs and expenses, including reasonable attorney's fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions. For purposes of this section, "Prevailing party" includes without limitation a party who agrees to dismiss a suit or proceeding upon the other's payment or performance of substantially the relief sought.

12. Notices. All notices permitted or required under this Agreement shall be sent by electronic mail or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

13. Indemnity. Consultant hereby agrees to defend, release, indemnify, and hold harmless TCEDC, from all losses, costs, expenses and causes of action (including attorney's fees and court costs) for loss or for damage to property, and for injuries or illness to persons and death arising out of, incident to, or in connection with, any and all operations and activities under this agreement and which are asserted by or arise in favor of consultant, whether or not such losses, costs, expenses, injuries, death, or causes of action are caused or contributed to by the negligence, omission, strict liability or contractual liability, or fault of any member of the client group and whether or not caused by a pre-existing condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

Texas City Economic Development Corporation

1801 9th Avenue N. Texas City, Texas 77592

By: _____

Printed Name: Mark Ciavaglia

Title: Chairman

Date: _____

Garner Economics LLC

715 Birkdale Drive Atlanta, Georgia 30215

By: _____

Printed Name: Jay Garner

Title: President

Date: _____

EXHIBIT “A”

<p>Scope of Work:</p>	<p>1. Consultant shall provide: A comprehensive economic development strategic plan that will guide the Texas City Economic Development Corporation’s activities over the next five years.</p> <p>At the conclusion of Phase I, a Competitive Realities Report will be prepared. This will contain data and findings from the discovery process.</p> <p>At the conclusion of Phase II, a draft Final Report will be prepared. The report will include an executive summary that captures the key elements of the strategy and that is suitable for public consumption.</p> <p>A succinct Marketing Blueprint Report will be provided that includes Texas City’s “Core Competitive Promise” or its value proposition for its target audiences. An executable detailed marketing plan with timeline, budgets, and metrics will be included.</p> <p>After the draft report is approved by the TCEDC, a final report with an executive summary will be provided. One public presentation of the final report will be provided to an external audience identified by the TCEDC. This will be executed in person.</p> <p>Twenty (20) full-sized hard copies of the final study documents (after City Commission approves of the study), and one flash drive with electronic copies of all final documents in their original format and in a PDF format will be provided to the TCEDC.</p>
<p>Price:</p>	<p>1. The TCEDC shall pay the Consultant as follows for Work performed under this Agreement as follows:</p> <p>Project Fee: \$125,000.00 Travel Expenses: not to exceed \$5,000.00</p> <p>*Invoices should be submitted to Garrett C. McLeod gmcleod@texascitytx.gov for approval.</p>

Project Schedule and Timeline:	1. The project schedule shall be 28 weeks. The conclusion of Phase I signifying the delivery of the Competitive Realities Report shall occur on week 13. The conclusion of Phase II signifying the delivery of the Draft Final Report shall occur on week 21. The delivery of the Final Report shall be delivered on week 25. The final presentation shall occur after the Final Report is delivered.
Effective Date:	12/2/2021