

RESOLUTION NO. 25-463

A RESOLUTION APPROVING A TECHNICAL ASSISTANCE AGREEMENT BETWEEN THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION AND THE NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, INC. DBA GROW AMERICA, FOR THE PERIOD OF ONE (1) YEAR UPON PAEDC'S EXECUTION OF THE AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$75,000; FUNDS AVAILABLE IN EDC ACCOUNT NUMBER 120-80-625-5420-00-00-000 (PROFESSIONAL SERVICES)

WHEREAS, the City Council for the City of Port Arthur, Texas (the "City") has approved various Technical Assistance Agreements between the Port Arthur Economic Development Corporation ("PAEDC") and the National Development Council ("NDC"); and

WHEREAS, the PAEDC Board of Directors reviewed the scope of work, the performance of services and technical assistance that NDC has provided for the preceding twelve (12) months and has determined that NDC has met its obligations; and

WHEREAS, the National Development Council is now known as the National Council for Community Development, Inc. dba Grow America ("GA"), and

WHEREAS, the PAEDC Board of Directors approved entering into a new agreement that will be effective for one (1) year upon PAEDC's execution of the agreement in substantially the same form attached hereto as **Exhibit "A"** at their Regular Board meeting on October 6, 2025; and

WHEREAS, compensation to GA for performance of the services listed in **Exhibit "A"** is \$6,250 per month, not to exceed \$75,000 per year; and

WHEREAS, the PAEDC Board of Directors requests the approval of the Agreement between the PAEDC and GA, attached hereto as **Exhibit "A"**.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR, TEXAS:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the Agreement between the PAEDC and GA is approved in substantially the same form attached hereto as **Exhibit "A"** and shall be effective for the 12-month period upon PAEDC's execution of the agreement, being \$6,250 per month, not to exceed \$75,000; funds available in EDC Account Number 120-80-625-5420-00-00-000 (Professional Services).

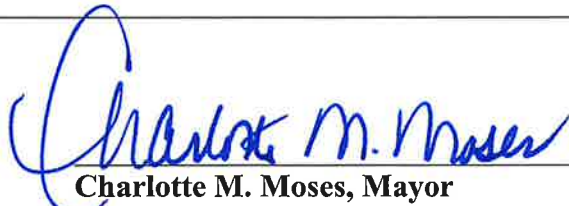
Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 4th day of November A.D., 2025, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Moses,
Councilmembers Domilton - Everfield, Beckman,
Kinlan, Lewis, Frank,
;

NOES: None.


Charlotte M. Moses, Mayor

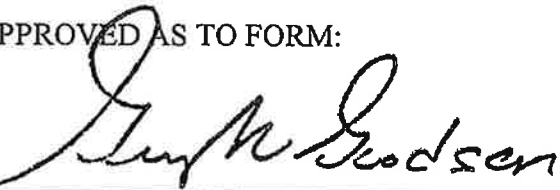
ATTEST:

Sherri Bellard, City Secretary

APPROVED:


Krystle Muller, Interim CEO PAEDC

APPROVED AS TO FORM:


Guy N. Goodson, Interim PAEDC Attorney

APPROVED AS TO FORM:


Roxann Pais Cotroneo, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:


Lynda Boswell, Finance Director

EXHIBIT "A"

**PORT ARTHUR ECONOMIC DEVELOPMENT
CORPORATION**

**STANDARD PROFESSIONAL SERVICES AGREEMENT
FOR TECHNICAL ASSISTANCE**

THE STATE OF TEXAS §
 §
JEFFERSON COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the Port Arthur Economic Development Corporation (hereinafter called “**the Client**”), a Texas non-profit Type A industrial development corporation (the “PAEDC”) and National Council for Community Development, Inc. dba **Grow America**, a New York non-profit corporation (“Professional”).

Section 1. Duration.

This Agreement shall become effective upon execution by the PAEDC and approval of both the Agreement and its related expenditures by the Port Arthur City Council. This Agreement shall remain in effect for twelve (12) months unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- (A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- (B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.
- (C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Professional may rely upon the accuracy of reports and surveys provided to it by the PAEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- (A) The Professional shall be paid in the manner set forth in Exhibit “B” and as provided herein.

- (B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250) per month, not to exceed Seventy-Five Thousand Dollars (\$75,000) per year, to PAEDC, 501 Procter Street, Suite 100, Port Arthur, Texas 77640. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the PAEDC’s receipt of the Professional’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* All reimbursable expenses related to the Project must be approved in writing and in advance by PAEDC and shall be accounted for in Exhibit “B”.

Section 4. Changes to the Project Work; Additional Work.

- (A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the PAEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the PAEDC and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) *Additional Work:* The PAEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the PAEDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the PAEDC of that opinion, in writing. If the PAEDC agrees that such work does constitute additional work, then the PAEDC and the Professional shall execute a supplemental agreement for the additional work and the PAEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the PAEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the PAEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit “C” throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit “C”, Professional shall maintain the following limits and types of insurance:

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers' liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

Section 7. Miscellaneous Provisions.

- (A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement, or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the PAEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the PAEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the PAEDC shall be delivered to and become the property of the PAEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the PAEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE PAEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE PAEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the PAEDC

but shall grant to the PAEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the PAEDC under or pursuant to this Agreement.

- (C) *Professional's Seal.* To the extent that the Professional has a professional seal, it shall be placed on all documents and data furnished by the Professional to the PAEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the PAEDC and Professional. The PAEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.
- (D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the PAEDC with satisfactory proof of compliance.
- (E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the PAEDC and is not an employee, agent, official or representative of the PAEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the PAEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- (F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the PAEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the PAEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the PAEDC and, at the sole option of the PAEDC, the PAEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- (G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver

written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

- (H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services and other exhibits to this Agreement are intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.
- (I) Standard disclaimer regarding Grow America's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act"):

Grow America is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms, or other similar matters concerning such financial products or issues.

The general information contained in this document is factual in nature and consistent with current market conditions and does not contain or express subjective assumptions, opinions, or views, or constitute a recommendation, either express or implied, upon which a municipal entity or obligated person may rely with respect to municipal products or the issuance of municipal securities.

In connection with these matters, it is expressly understood by all parties that Grow America is not acting as your agent, advisor, municipal advisor, or fiduciary. Grow America may have financial and other interests that differ from yours. You should discuss the information contained herein with your own municipal, financial, legal, accounting, tax, and/or other advisors, as applicable, to the extent that you deem appropriate.

Section 8. Termination.

- (A) This Agreement may be terminated:
 - (1) By the mutual agreement and consent of both Professional and PAEDC;
 - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
 - (3) By the PAEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
 - (4) By the PAEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

- (B) If the PAEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the PAEDC, the cost to the PAEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the PAEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify and hold harmless the Port Arthur, Texas, Port Arthur Economic Development Corporation and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional’s agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as “Professional”), (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional’s liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional’s agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Conversely, PAEDC will indemnify and hold harmless Professional, its directors, officers, agents, representatives, contractors, and employees against any and all claims, demands, or causes of action, and all costs, losses, liabilities, expenses, and judgment incurred in connection therewith, including reasonable attorney’s fees and court costs, brought by any of PAEDC’s employees or representatives or by any third party, based upon, in connection with, resulting from, or arising out of Professional’s actions or inactions under this Agreement or PAEDC’s use of the Services; provided, however, that PAEDC’s contractual

obligations of indemnification shall not extend to the consequences of Professional's negligence or other fault. PAEDC will only indemnify Professional to the extent of its liability limits under the Texas Tort Claims Act.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either PAEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Jefferson County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Jefferson County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

[Signature Page Following]

EXECUTED on this the _____ day of _____, 2025.

PAEDC:

By: _____
Name: **Krystle Muller**
Title: **Interim Chief Executive Officer**

PROFESSIONAL:

By: _____
Name: **Daniel Marsh III**
Title: **President & CEO**

ADDRESS FOR NOTICE:

PAEDC:

Port Arthur Economic Development Corporation
501 Procter St., STE 100 Port Arthur, TX 77640

PROFESSIONAL:

Grow America
P.O. Box 845300, Boston, MA 02284- 5300
Attn: Daniel Marsh III, President & CEO
cc: Stephanie Dugan, Senior Director
sdugan@growamerica.org
Sheldon Bartel, Field Director
sbartel@growamerica.org

With a copy to:

PAEDC Attorney
Port Arthur Economic Development Corporation
Attn: Guy N. Goodson
550 Fannin St #400
Beaumont, TX 77701

Exhibit “A”
SCOPE OF WORK

To promote redevelopment within the community, PAEDC are undertaking a variety of community and economic development projects. Professional will provide technical assistance to PAEDC in reviewing, structuring and financing these projects during pre-development and project development.

This Scope of Services describes the assistance available under this Technical Assistance Agreement during the specified contract period. The PAEDC and Professional by mutual agreement may revise this Scope. The Chief Executive Officer of the PAEDC will direct Professional’s activities and determine which services will be rendered by Professional, based on the direction from the PAEDC Board and the Port Arthur City Council. Payment by the PAEDC evidences the PAEDC’ acceptance of the assistance provided under this Agreement. The assistance offered includes:

1. Professional will review and evaluate projects being considered by PAEDC for community and economic development assistance. This may include, as directed:
 - < evaluating sponsor/developer experience and capacity
 - < financial review and structuring
 - < review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
 - < advising on tax credit equity sources, requirements and structuring
 - < identifying other funding sources when required
 - < assisting with development issues during pre-development and development
 - < structuring loan documents and development agreements
 - < advising on program regulation issues
2. Professional will provide technical support and/or financial analysis of economic and/or housing development program proposals as periodically referred by staff.
3. Professional will review, as directed, PAEDC’s established economic development and/or housing development programs, including:
 - < program goals
 - < eligibility criteria
 - < underwriting guidelines
 - < program documents
 - < internal administration of application and approval process

Exhibit A
Scope of Services
Page 2

4. Professional will, at the direction of PAEDC, assist in obtaining HOME, 108, CDBG and Float financing.
5. Professional will provide technical assistance and advocacy in PAEDC' efforts to seek awards of governmental monies and approval of various programs.
6. Professional will, at PAEDC's direction, provide up to 2 days of in-house staff training from its existing course curriculum in economic and/or housing development finance.
7. Professional may, at PAEDC' direction and under certain conditions, provide financing and development assistance through its non-profit development affiliate GA Housing and Economic Development Corporation (HEDC) and its economic development bank Grow America Fund (GAF). HEDC and GAF can provide:
 - < equity for historic rehabilitation and low-income housing tax credit projects through the GA Corporate Equity Fund, L.P.
 - < HEDC can act as non-profit sponsor/developer for certain affordable housing, public purpose and economic development projects
 - < small business loans for cities participating in GAF

Exhibit "B"
COMPENSATION

The PAEDC shall compensate Professional for performance of services received hereunder in the amount of \$6,250 per month, not to exceed \$75,000 per year. This amount includes all of Professional's time, travel expenses, supplies, postage, telephone, and other similar expenses. As an independent contractor, Professional is responsible for all taxes and other benefits of the employees of Professional, and nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the PAEDC and the Professional. Payment by PAEDC for services rendered under this Technical Assistance Agreement evidence PAEDC's acceptance of such services in accordance with the terms of the Agreement.

PAEDC will be paying 100% of the contract price. The projects need to be primarily projects consistent with the authority and limits of the PAEDC.

Exhibit "C"
REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained herein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the PAEDC. Any Subcontractor(s) hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The Port Arthur Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The Port Arthur Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of the Port Arthur Economic Development Corporation shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that the Port Arthur Economic Development Corporation will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Port Arthur Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The Port Arthur Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Professional may maintain reasonable and customary deductibles, subject to approval by the Port Arthur Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum A.M. Best rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.

12. Contractual Liability must be maintained covering the Professional's obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Professional shall furnish the Port Arthur Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the Port Arthur Economic Development Corporation within ten (10) business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the Port Arthur Economic Development Corporation, all required endorsements identified in sections A, B, C and D above shall be sent to the Port Arthur Economic Development Corporation. The certificate of insurance and endorsements shall be sent to:

Exhibit "D"
EVIDENCE OF INSURANCE