

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT § Intergovernmental Consulting
 § Services Contract

THIS CONTRACT is entered into on this **1st** day of **October 2022**, by and between the **CITY OF ARLINGTON, TEXAS** a municipal corporation located in Tarrant County, Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **HillCo Partners, LLC**, (hereinafter referred to as "CONSULTANT") whose address is **823 Congress Avenue, Suite 900, Austin, Texas 78701**.

WITNESSETH:

WHEREAS, CITY desires to obtain an Intergovernmental Consulting Services Contract; and

WHEREAS, CONSULTANT is a firm qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of CONSULTANT

CONSULTANT will perform as an independent CONSULTANT all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional, or national professional standards.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide intergovernmental consulting services in accordance with the Contract Documents as hereinafter defined. The Services are to be performed in accordance with the standards for those doing similar business in the State of Texas, and to conform in every respect to the following documents:

1. This Intergovernmental Consultant Services Contract;

2. RFQ 22-0133; and
3. CONSULTANT's Intergovernmental Consulting Services Contract Supplier Response.

All of the documents referred to above are made a part hereof for all purposes as though each were written word for word herein; provided, however, that in the case of conflict in the language of any of the documents listed above, priority of interpretation shall be given in the order listed above with this Contract taking priority. All of the above documents are hereinafter referred to collectively as the "Contract Documents."

III. Compensation to CONSULTANT Compensation

CONSULTANT shall submit monthly statements for services rendered and CITY shall make payments in the amount shown by CONSULTANT's approved statements and other documentation submitted.

CITY agrees to pay to CONSULTANT for satisfactory completion of all Services provided for state lobbying, included in this Contract in an amount not to exceed **One Hundred and Eighty Thousand Dollars (\$180,000)**. This amount includes a monthly retainer fee not to exceed \$6,500 during the months legislature is not in session and \$7,500 for the in-session months, to include the veto period or special session. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by CITY in writing to proceed with modification(s) pursuant to Section XV of this Contract.

CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, CONSULTANT will immediately notify CITY in writing of said fact.

IV. Term

This Contract shall commence on **October 1, 2022** and shall continue through **September 30, 2024**. This Contract may be extended for a period not to exceed four (2) additional two-year periods upon approval by the CITY and the CONSULTANT.

V.
Contract Termination Provision

This Contract may be canceled or terminated at any time by the CITY with or without cause by providing the other party thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination.

VI.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files, copies of all legislative material, specifications, and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VII.
Insurance

- A. CONSULTANT shall, at its own expense, purchase, maintain, and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subconsultant to commence work on its own subcontract until all similar insurance of the subconsultant has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, statutory limits as provided by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent CONSULTANT's Liability, Completed Operations, and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000 aggregate. CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.
5. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance;
2. Each policy will require that thirty (30) days prior to cancellation, notice thereof shall be given to CITY to:

City of Arlington MS# 63-0830
Post Office Box 90231
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required.

CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal, or any material change in coverage it receives from its insurer(s);

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3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of CITY and the individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase "Other Insurance" shall not apply to CITY where CITY is an additional insured on the policy; and

5. All provisions of the Contract concerning liability, duty, and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY's decision(s) thereon shall be final;
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.
- D. CONSULTANT agrees to the following:
1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
 3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subconsultants) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
 4. No special payments shall be made for any insurance that the CONSULTANT and subconsultants are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

VIII.
CONSULTANT's Coordination with CITY

CONSULTANT shall hold periodic conferences with CITY so that the Services can be performed with the full benefit of the CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Services. CONSULTANT may show justification to CITY of changes in design from CITY standards due to the judgment of CONSULTANT of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision after appropriate approval as to any changes. CONSULTANT is held responsible by CITY for any and all necessary revisions made to the final evaluation due to the CONSULTANT's errors and negligent acts or omissions as well as any change in topographic conditions resulting from CONSULTANT's delay in completing the final Services.

IX.
Right to Inspect Records

CONSULTANT agrees that CITY shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subconsultant agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subconsultant involving transactions to the subcontract; and further, that CITY shall have access during normal working hours to all such subconsultant facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give any such subconsultant reasonable advance notice of intended audits.

CONSULTANT agrees to make all documents and records available in Portable Document Format (PDF) to comply with Texas Government Code Section 2252.907.

X.
Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of

this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or Engineers, or CONSULTANTS for the accuracy and competency of their designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, engineers, agents or subconsultants.

XII.
INDEMNIFICATION

CONSULTANT does hereby covenant and contracts to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents, employees, and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONSULTANT as well as any negligent omission, act or error of CONSULTANT, its officials, officers, agents, employees, and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. Such indemnity shall apply whether the claims, losses, damages, suits, demands, or causes of actions arise in whole or in part from the negligence of the CITY, its officers, officials, agents, or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the CONSULTANT to indemnify and protect the CITY from the consequences of CITY's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

XIII.
Independent CONSULTANT

CONSULTANT's status shall be that of an Independent CONSULTANT and not an agent, servant, employee, or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder and shall be liable for the acts and omissions of its officers, agents, employees, CONSULTANTS, subconsultants, and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, CONSULTANTS,

subconsultants, and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after twenty-four hours of written or verbal notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT's liability under this provision shall be limited to the total dollar amount of this Contract.

XV.
Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT and shall be incorporated by written modification to this Contract.

XVI.
Mailing Address

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of Arlington Finance Department
101 S. Mesquite St.
Arlington, Texas 76004
Attention: Will Velasco - Procurement Manager

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

HillCo Partners, LLC
823 Congress Ave. Suite 900

Austin, TX 78701
Attention: Neal T. Jones

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVII.
Disclosure

By signing this Contract, CONSULTANT acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships abutting property owners. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public, or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning CITY, its affiliates, and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes, and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT or are required to be disclosed by a governmental authority.

XIX.
Applicable Law

The CONTRACT is entered into subject to the Arlington City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state, or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Contract are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, the exclusive venue will lie in Tarrant County, Texas.

XXVI.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. This action shall include but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XXVII.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses**

In performing this Contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified CONSULTANTS, subconsultants, and suppliers where at least fifty-one percent (51%) of the ownership of such CONSULTANT, subconsultant, or supplier is vested in racial or ethnic minorities or women. In the selection of subconsultants, suppliers, or other persons in organizations proposed for work on this Contract, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

XXVIII.
MWBE Program Post Award Compliance

It is the CITY's policy to remove all barriers for MWBEs to compete and create a level playing field for MWBEs to participate in CITY contracts and related subcontracts.

The CONSULTANT specifically shall comply with all applicable provisions of the CITY's Minority & Woman Business Enterprise Policy and Procedures Manual ("MWBE Policy and Procedures") and any amendments. MWBE and non-MWBE subconsultants also agree to comply with all applicable provisions of the CITY's MWBE Policy and Procedures and any amendments. The CITY's MWBE Policy and Procedures and any amendments thereto are incorporated by reference herein as though written word for word. The CONSULTANT shall insert the substance of this provision in all subcontracts and purchase orders.

The CONSULTANT shall appoint a high-level official with decision-making capabilities for the CONSULTANT to administer and coordinate the CONSULTANT's efforts to carry out the requirements and provisions of the CITY's MWBE Policy and Procedures and its Contractual commitments.

The CITY reaffirms that it will not, nor will its CONSULTANTS, discriminate based on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the CITY to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the CITY's MWBE Policy & Procedures Manual.

The CITY will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and
- Woman's Business Council Southwest.

The CITY reserves the right to review, accept or reject any certification from agencies not listed.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. CONSULTANT will also be required to submit cost information towards minority/woman-owned businesses. The information submitted is for reporting purposes only and shall include the CONSULTANT and any other firms performing work as a part of this Contract such as surveying

services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. The submitted form shall be accompanied by a copy of certification(s) for CONSULTANT and any applicable firms. CONSULTANT will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request through the CITY's Diversity Management System (B2Gnow). CONSULTANT is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the CITY's Diversity Management System (B2Gnow). It will be the CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

CONSULTANT shall pay its subconsultants no later than the 5th business day after the date the CONSULTANT receives payment from the CITY. A finding of non-payment shall be a material breach of this contract. The CITY may withhold progress payments until the CONSULTANT demonstrates timely payment due to all subconsultants. The CITY also reserves the right to exercise other breach of contract remedies.

The failure by the CONSULTANT to carry out the requirements of the MWBE Policy and Procedures is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the CITY deems appropriate. Violation of MWBE Policies and Procedures, or contractual obligations, may result in one or more of the following sanctions:

1. Administrative Warning: Issued for first-time violations or minor violations.
2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the CONSULTANT.
3. Temporarily suspending, at no cost to the CITY, CONSULTANT's performance under the Contract.
4. Termination of the Contract.
5. Suspension/debarment of a CONSULTANT for a period of time from participating in any solicitations issued by the CITY.

XXIX.

No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXX.
Israel Provision

Pursuant to Chapter 2271 of the Texas Government Code, the CONSULTANT verifies by signing this Contract that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

XXXI.
Anti-Boycott Energy Companies Provision

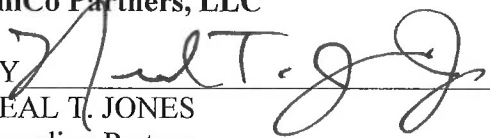
Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of this Contract.

XXXII.
Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

HillCo Partners, LLC

BY 
NEAL T. JONES
Founding Partner


WITNESS:



CITY OF ARLINGTON, TEXAS

BY 
JENNIFER WICHMANN
Deputy City Manager

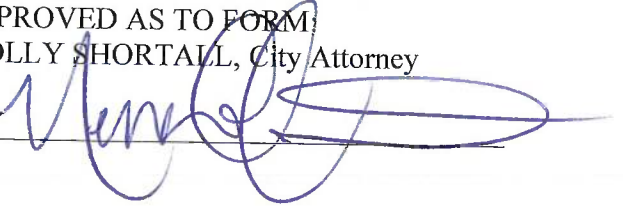
ATTEST:



Alex Busken
City Secretary

APPROVED AS TO FORM
MOLLY SHORTALL, City Attorney

BY*

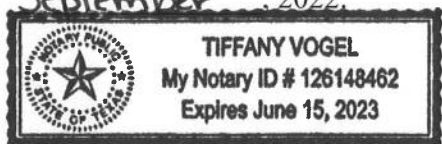


THE STATE OF Texas §
§
COUNTY OF Travis §

**CONSULTANT'S
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Neal T. Jones, known to me (or proved to me on the oath of _____ or through Texas Drivers License (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of HillCo Partners, LLC and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of September, 2022.



Tiffany Vogel
Notary Public In and For
The State of Texas

June 15, 2023
My Commission Expires:

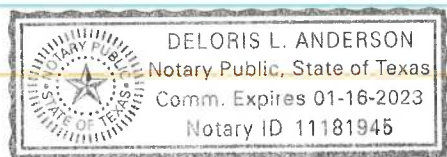
Tiffany Vogel
Notary's Printed Name

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

**CITY OF ARLINGTON, TEXAS
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer Wichmann (Deputy City Manager), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **Founding Partner** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of October, 2022.



01/16/2023
My Commission Expires:

Deloris L. Anderson
Notary Public In and For
The State of Texas

Deloris L. Anderson
Notary's Printed Name