

## CONSULTING AGREEMENT

This Consulting Agreement is between the City of Hutto, Texas ("Hutto") and Odis Jones ("Jones"). This agreement shall take effect upon the full execution of both parties.

1. Jones agrees to consult with Hutto on matters involving the Perfect Game development and the Sports, Health and Entertainment District. Consultation services shall include consulting with Hutto employees and the City Council and attorneys regarding ongoing development matters involving the Project. Jones shall also consult with parties involved with the Project including the developer, consultants to the developer and the Perfect Game principals. Jones shall further be available to consult with parties involved with providing financing, design and development services to the Project.

2. Consulting services shall commence on January 1, 2020 and end on July 31, 2020 unless otherwise extended by both parties.

3. Jones shall be paid a consulting fee of \$15,000 per month, payable at the end of each month, commencing January 1, 2020 and ending July 31, 2020

4. Jones shall make no decisions which bind Hutto but shall only make recommendations to Hutto and the parties involved with the Project.

5. Jones shall be designated as project coordinator for Hutto. Jones shall report periodically to the City Council at its meetings in the City of Hutto. Jones shall also report periodically to the Cottonwood Development Corporation.

6. This agreement may be terminated by either party upon thirty (30) days' advance written notice.


7. Jones shall be an independent contractor for Hutto and shall not be entitled to any benefits by reason of this Consulting Agreement.

8. This Agreement is performable in Williamson County, Texas, and shall be governed by the laws of the State of Texas. Venue for any action regarding this Agreement shall be in Williamson County, Texas.

Dated this 22 day of November, 2019.

### CITY OF HUTTO

Name:   
Mayor, City of Hutto, Texas

Name:   
Odis Jones