

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as of July 9, 2012 (the "Effective Date"), by and between **GATEWAY PLANNING GROUP, INC. ("Contractor")**, located at 101 Summit Avenue, Suite 606, Fort Worth, Texas 76102, and the **MANSFIELD, TEXAS ("Client")**, located at 1200 East Broad Street, Mansfield, Texas, 76063, attention Felix Wong, Planning Dept Director.

1. **ENGAGEMENT.** Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services set forth in the tasks delineated on **Schedule "I"**, attached hereto (the "Services").
2. **COMPENSATION.** Client shall pay Contractor a not to exceed fee of \$98,600.00 based on the tasks delineated in **Schedule "I"**, plus reimbursable expenses not to exceed \$5000.00, for a total not to exceed fee of \$103,600.00. If any of the \$103,600.00 is not utilized, the remainder shall be available if needed for hourly tasks if directed by Client in writing. Contractor shall invoice client on a monthly basis. All invoices shall be due upon presentation and payable within fifteen (15) business days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. All other services undertaken by Contractor and authorized by Client beyond those specified in **Schedule "I"** shall be compensated at the rate of \$300.00 per hour for principals, \$250.00 for senior associates, \$175.00 per hour for associates, and \$95.00 per hour for professional support staff, unless other arrangements are made by mutual agreement.
3. **PROFESSIONAL STANDARDS.** Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work and materials furnished under this Agreement.
4. **TASK COMPLETION DATE.** To ensure the establishment of the TIRZ within 2012, Contractor shall deliver a draft preliminary project plan and financing plan depicted in Tasks 3.1 and 3.2 by October 1, 2012, provided that he has the cooperation of the client and community stakeholders in completing the necessary planning tasks and supplying sufficient data for the preparation of these two documents.
5. **TERMINATION.** Either Client or Contractor may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination based on a percent complete basis per number of days engaged through the 30 day notice period. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
6. **ACCESS TO RECORDS and WORKPRODUCT.** Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor, have access to and the right to examine and photocopy directly pertinent documents, papers and records of Contractor involving transactions relating to this Agreement. Upon forty-eight (48) hours notice, Contractor shall give Client access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for any purposes including, without limitation, marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product. If Client displays contractor's logo or copyright designation on any draft or final workproduct provided to Client, Client shall continue to utilize and display on the workproduct that logo or copyright designation if the workproduct is reproduced, used, disseminated or displayed publicly or disseminated to any third party, unless other arrangements have been made by mutual agreement. Contractor reserves the right to enforce its copyright through all legal means including common law, statutory and equitable remedies.
7. **INSURANCE.** During the term of this Agreement, Contractor shall keep in force General Liability and Professional Liability Insurance coverage up to \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate total coverage, as well as workers compensation coverage as required by law.
8. **ENTIRE AGREEMENT/ MODIFICATION.** This Agreement, including **Schedule "I"**, attached, is the entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing executed by all parties. Email communication constitutes a writing.
9. **ASSIGNMENT.** Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor. Except for the use of sub-contractors to perform services, Contractor understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.
10. **LEGAL EXPENSES.** In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing

party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

11. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

12. **BINDING EFFECT.** The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

13. **INDEMNIFICATION AND HOLD HARMLESS.** Each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes

of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

14. **LIMITATION OF LIABILITY.** Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

15. **GOVERNING LAW.** It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

GATEWAY PLANNING GROUP, INC.

By: 

(Authorized signature)
Scott Polikov
Its: President

Date: July 9, 2012

By: _____
(Client Authorized signature)

(Client Printed name)

Date: _____

Its: _____

Schedule “I”

Task	Total
1. Project kick-off and preliminary analysis (including pre-TIRZ creation activities)	
1.1 Gather and review background information and all prior reports/studies and existing conditions data available (traffic counts, development trends, land use, zoning, comprehensive plan information, digital mapping, photographic data, etc.) from the city	\$ 3,500
1.2 Kick-off meeting with key city staff. Meeting to provide team with overall goals of the initiative, identify key stakeholders, review project schedule and process, discuss desired outcomes, available resources and roles and responsibilities of the design team and city	\$ 1,800
1.3 Site visit (over one day) to study existing conditions and become familiar with the plan area issues and opportunities; including identification of key catalytic sites/opportunities and finalize proposed plan area and TIF area with staff	\$ 2,000
1.4 Series of meetings held over one day to meet with any new/key stakeholders about the initiative and focused on implementation of prior planning work	\$ 3,600
1.5 A high level assessment of market conditions identifying potential for walkable, mixed use development and transit-oriented development based on information derived from the city on development and demographic trends for the city and region	\$ 3,400
1.6 Identification of issues and opportunities in regards to future redevelopment opportunities based on existing conditions assessment, stakeholder interviews, and market analysis	\$ 2,700

<p>1.7 Prepare a summary analysis of the proposed reinvestment zone (Downtown) area. The analysis will include: a) a review of all ad valorem values in the proposed area; b) existing land uses; c) documentation of blighted conditions; d) support City Planning Department to identifying tracts where development is impeded due to faulty lot layout or improper zoning; e) analysis of any other relevant factors impeding development or redevelopment of the area.</p>	<p>\$ 4,400</p>
<p>2. Develop Conceptual Master Plan based on community vision</p>	
<p>2.1 Conduct a one-day internal Design Workshop with city staff to further refine existing downtown master plans including redevelopment concepts for key sites, including identifying opportunities for mixed use, expanded Main Street cross section, pedestrian/bike/auto connectivity, civic/open space, cultural amenities, potential transit-oriented development etc. and linkages including catalytic projects (public and private)(includes prep time) (base maps to be prepared by the city)</p>	<p>\$ 10,400</p>
<p>2.2 Refine the conceptual master plan further based on city input to develop detailed recommendations for a series of linked catalytic projects, supporting private development concepts, linkages, and design/policy recommendations for neighborhood conservation and downtown redevelopment, as well as cross-sections for Main Street to extend reach of urban redesign to better capture downtown redevelopment potential.</p>	<p>\$ 9,400</p>
<p>2.3 Develop preliminary implementation recommendations including identifying complementary public infrastructure projects to catalyze private development and prioritization matrix, including recommended TIRZ boundary map and regulatory changes to implement the plan. Estimates of probable costs to be developed by city staff.</p>	<p>\$ 8,000</p>

<p>2.4 Support the city in GIS mapping and data analysis required toward the finalization of a zone boundary, including all maps required by state statute for both the preliminary and final project and reinvestment zone financing plan.</p>	<p>\$ 2,900</p>
<p>2.5 Prepare a final summary document documenting the preliminary analysis, Conceptual Master Plan, Catalytic Projects, TOD strategy, and implementation recommendations including regulatory recommendations (includes one round of revisions based on city staff review and input)</p>	<p>\$ 6,400</p>
<p>3. Develop a preliminary TIRZ Project and Financing Plan</p>	
<p>3.1 The preliminary project plan based on revised downtown master plan will include the following primarily provided by the City Planning Department: a) maps showing the existing uses and conditions of real property in the zone and maps showing proposed improvements to and use of that property; b) a list of the estimated non-project costs; and, c) a statement of the method of relocating any persons to be displaced as a result of the implementation of the project plan.</p>	<p>\$ 7,500</p>
<p>3.2 The preliminary financing plan with support from city public works and finance departments will include: a) a detailed list of the estimated project costs of the zone, including administrative expenses; b) a statement of listing the kind, number, and location of all proposed public works or public improvements in the zone; c) the estimated amount of bonded indebtedness to be incurred; d) the time when related costs or monetary obligations are to be incurred; e) a description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from the property taxes of each taxing unit that levies taxes on real property in the zone.</p>	<p>\$ 7,500</p>
<p>4. Public Input on the proposed TIRZ</p>	

<p>4.1 City staff will conduct meeting(s) with a representative of all of the respective proposed participating jurisdictions regarding the zone creation/development strategy.</p>	
<p>4.2 Consultant will support the city in conducting one meeting with area stakeholders regarding the proposed redevelopment via the tax increment district in conjunction with the overall downtown plan implementation initiative. Input and feed back from this meeting regarding the redevelopment needs in the area will be factored in the development of a preliminary project and reinvestment zone financing plan.</p>	<p>\$ 3,300</p>
<p>4.3 City shall undertake all notifications required by law to property owners and other jurisdictions about the TIRZ</p>	
<p>4.4 Consultant will support the city staff in conducting a worksession with the City Council on the creation of the zone. Consultant will present the proposed redevelopment strategy, the process for creating the reinvestment zone.</p>	<p>\$ 2,700</p>
<p>4.5 Make any recommended revisions to the preliminary project plan and reinvestment zone financing plan prior to the required public hearing.</p>	<p>\$ 3,300</p>
<p>4.6 Consultant will support the City Attorney preparing the public notice of the hearing and provide copies of the preliminary project plan for distribution to all other taxing jurisdictions with the notice.</p>	<p>\$ 1,400</p>
<p>4.7 Consultant shall support the City with the conducting of the public hearing on the creation of the tax increment reinvestment zone and presentation of the TIRZ within the context of the overall conceptual master plan, catalytic projects, and redevelopment strategy for downtown</p>	<p>\$ 1,900</p>
<p>5. Creation of the TIRZ</p>	

5.1 Support the City Attorney in preparing the creation an ordinance for the reinvestment zone and an ordinance to approve the project plan and reinvestment zone financing plan.	\$ 1,900
5.2 Work with the City to nominate and appoint the TIRZ board of directors.	\$ 1,900
5.3 Prepare a final project plan and reinvestment zone financing plan for presentation to the TIRZ board based on the public hearing process.	\$ 4,300
5.4 The City shall be responsible for transmitting the approved plan to all taxing jurisdictions.	
5.5 Support the City in the negotiation of and preparation of final participation agreements with other participating taxing jurisdictions.	\$ 1,400
5.6 Present agreements to the TIRZ board for approval.	\$ 1,500
5.7 Support the preparation and approval of the participation agreements for other taxing jurisdictions.	\$ 1,500
6. Other	
6.1 Coordination on Building Code related issues (either with city consultant or other specialty sub-consultant) will be billed at an hourly rate	hourly
Total Labor (not including ordinary out of pocket expenses not to exceed an additional \$5000)	\$ 98,600

Gateway Planning is not providing engineering nor legal services by this engagement.