



CITY OF MANSFIELD

Economic Development
301 South Main Street,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Meeting Agenda

Mansfield Economic Development Corporation

Tuesday, February 5, 2019

5:30 PM

City Hall - Council Chambers

1. **CALL MEETING TO ORDER**

2. **PUBLIC COMMENTS**

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."

In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.

3. **APPROVAL OF MINUTES**

[19-3018](#)

Approval of Regular Meeting Minutes for January 8, 2019

Attachments: [MeetingMinutes 1-8-2019.pdf](#)

4. **FINANCIALS**

[19-3025](#)

Presentation of Monthly Financial Report for Period Ending 12/31/2018

Attachments: [MEDC Cash Report 12-31-2018.xlsx](#)

5. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. **ADVICE FROM ITS ATTORNEY**

Pursuant to Sec. 551.071 of the Texas Government code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law. In addition the Board may convene in executive session to discuss the following:

1. **Pending or contemplated litigation or a settlement offer including:**

2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

B. REAL ESTATE DELIBERATION

Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.

C. PERSONNEL MATTERS

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

D. SECURITY DEVICES

Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.

E. ECONOMIC DEVELOPMENT

Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.

1. Staff Update and Board Discussion Regarding Project 18-19, Proposed Office Expansion.

2. Staff Update and Board Discussion Regarding Project 18-20, Potential Economic Development Agreement and Purchase of MEDC Land on Heritage Parkway for New Spec Warehouse.

F. CRITICAL INFRASTRUCTURE

Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.

6. RECONVENE INTO REGULAR SESSION

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

8. OLD BUSINESS

9. NEW BUSINESS

[19-3027](#)

Possible Action to Approve Agreement with GIS Webtech, LLC Regarding Property and Demographic Mapping Data

Attachments: [GIS WebTech Contract 1.22.19 Clean.docx](#)

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

12. **ADJOURNMENT**

CERTIFICATION

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, February 1, 2019, and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

MEDC Staff

Approved as to form



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 19-3018

Agenda Date: 2/5/2019

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of Regular Meeting Minutes for January 8, 2019

Requested Action

Approve Regular Meeting Minutes for January 8, 2019

Recommendation

Approve Regular Meeting Minutes for January 8, 2019

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC



CITY OF MANSFIELD

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301 South Main Street,
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www.mansfield-texas.com

Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, January 8, 2019

5:30 PM

MEDC Conference Room - 301 S. Main St.

1. CALL MEETING TO ORDER

The meeting was called to order by Larry Klos at 5:30 pm.

Absent 1 - David Godin

Present 6 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton; Selim Fiagome and Anne Weydeck

2. PUBLIC COMMENTS

There were no comments.

3. APPROVAL OF MINUTES

[18-2998](#)

Approval of Regular Meeting Minutes for December 4, 2018

Anne Weydeck made the motion to approve the regular meeting minutes of December 4, 2018. Seconded by Selim Fiagome. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton; Selim Fiagome and Anne Weydeck

Nay: 0

Absent: 1 - David Godin

Abstain: 0

[18-2999](#)

Approval of the Amended Regular Meeting Minutes for November 13, 2018

Natalie Phelps explained the minutes from November 13, 2018 had been amended to show the recorded vote for file # 18-2932, Hoffman Cabinets Amended and Restated Agreement. Brian Fuller made the motion to approve the amended minutes of November 13, 2018. Seconded by Anne Weydeck. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton; Selim Fiagome and Anne Weydeck

Nay: 0

Absent: 1 - David Godin

Abstain: 0

4. FINANCIALS

[18-3000](#)

Presentation of Monthly Financial Report for Period Ending 11/30/2018

There were no comments.

5. RECESS INTO EXECUTIVE SESSION

The meeting recessed into executive session at 5:31 pm.

A. ADVICE FROM ITS ATTORNEY

1. Pending or contemplated litigation or a settlement offer including:

2. A matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the chapter.

B. REAL ESTATE DELIBERATION

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

1. Staff Update and Board Discussion Regarding Project 18-04, New Warehouse/Distribution Project.

Robert Putman recused himself from the executive session discussion regarding Project 18-04.

2. Staff Update and Board Discussion Regarding Project 18-20, Potential Economic Development Agreement and Purchase of MEDC Land on Heritage Parkway for New Spec Warehouse Project.

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

The meeting reconvened into regular session at 6:03 pm.

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

No action was taken.

8. OLD BUSINESS

[18-3003](#)

Request to Amend Existing Economic Development Agreement Between MEDC and Zah Group Dated December 5, 2013

Richard Nevins explained the Zah Group request for an amendment and the Board discussed the request. Larry Klos made the motion to amend the Zah Group economic development agreement to reflect the numbers requested for the remainder of the contract. Seconded by Anne Weydeck. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Robert Putman; Randy Hamilton; Selim Fiagome and Anne Weydeck

Nay: 0

Absent: 1 - David Godin

Abstain: 0

9. NEW BUSINESS

10. BOARD MEMBER COMMENTS

There were no comments.

11. STAFF COMMENTS

There were no comments.

12. ADJOURNMENT

Larry Klos adjourned the meeting at 6:09 pm.

Larry Klos, President



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STAFF REPORT

File Number: 19-3025

Agenda Date: 2/5/2019

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Financial Report for Period Ending 12/31/2018

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 12/31/2018

Justification

N/A

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652

Mansfield Economic Development Corporation
Period Ending December 31, 2018

Beginning Cash Balance 12-01-2018 **\$2,864,699**

Revenue:

Sales Tax Revenue	473,164
Oil and Gas Royalties	-
Interest Income	1,840
Misc Income	
Total Monthly Revenue	475,004

Adjusted Cash Balance **\$3,339,703**

Operating Expenses:

Administration	49,531
Promotion	-
Retention	-
Workforce Development	-
Total Operating Expenditures	49,531

Debt Expense

Debt Service Payment (Principal & Interest) **\$0**

Project Expenditures:

Mansfield Industrial Business Park	\$96,122
Kimball Property	<u>\$95</u>
Total Project Expenditures	\$96,217

Total Monthly Expenditures **\$145,748**

Ending Cash Balance 12-31-2018 **\$3,193,955**

Proceeds From Bond Sale **\$6,000,000**

Total Cash **\$9,193,955**

Debt Expense

New Annual Total Debt Service - FY19 **\$2,657,375**
(January and August)

Remaining Principal Debt Balance **\$26,775,000**



CITY OF MANSFIELD

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STAFF REPORT

File Number: 19-3027

Agenda Date: 2/5/2019

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Possible Action to Approve Agreement with GIS Webtech, LLC Regarding Property Search, Mapping and Demographic Database

Requested Action

Approve the License Agreement with GIS Webtech, LLC and authorize staff to execute the agreement.

Recommendation

Approve the License Agreement with GIS Webtech, LLC and authorize staff to execute the agreement

Description/History

MEDC needs to enter into an agreement with GIS Webtech, LLC to provide a web based real property search, mapping and demographic database on the MEDC website. Last year the longtime provider of our property search database, Xceligent, unexpectedly ceased operations and we immediately contracted with another service provider. While that service provider met our needs, we believe we have found a more comprehensive and cost effective solution that will provide us with greater capabilities when it comes to working with brokers, site selectors and business owners who are wanting to locate their business operations in Mansfield.

GIS Webtech, LLC will provide these services for \$7,500 per year with a one- time set up fee of \$1,500. The contract is a one-year contract. The funds to pay for this contract are in the approved MEDC FY18-19 Budget under Contractual Services.

Justification

MEDC needs a property search, mapping and demographic database on it's website to assist brokers, consultants, developers, and business owners searching for real estate in Mansfield.

Funding Source

4A

Prepared By

Richard Nevins, Director Economic Development, 817-728-3652

Software License Agreement

This Software License Agreement ("Agreement") is entered into effective February 1, 2019 (the "Effective Date") by and between GIS WebTech LLC, ("LICENSOR"), a Georgia limited liability company, and Mansfield Economic Development Corporation ("LICENSEE").

RECITALS:

- LICENSOR is the owner of a software solution for online site selection and analysis ("Recruit");
- LICENSEE desires to obtain a license to use Recruit as a Software-as-a-Service ("SAAS") application;
- LICENSOR desires to grant LICENSEE a license to use Recruit as a SAAS application.

NOW, THEREFORE, in consideration of the mutual promises contained here (the receipt and sufficiency of which is hereby acknowledged) the Parties hereby agree as follows:

ARTICLE 1 LICENSE GRANT

1.1 Grant of License. Subject to the terms and conditions of this Agreement LICENSOR will provide LICENSEE with online access to Recruit for use as described in Schedule A attached hereto, including updates, bug fixes, or other minor enhancements or improvements that are made generally available by LICENSOR to similarly situated clients paying similar license fees (hereafter the "Services"). Subject to the terms and conditions of this Agreement, and only upon payment in full to LICENSOR, LICENSOR grants to LICENSEE a personal, nontransferable, nonsublicensable, nonexclusive limited license to use Recruit for LICENSEE'S own use, in accordance with any documentation provided by LICENSOR, to allow web site users to view and search for information about properties and related data.

1.2 License Attributes. The license for LICENSEE's use of the Services will be personal, nontransferable, nonsublicensable, nonexclusive limited license and irrevocable except as provided herein. The license authorizes LICENSEE to use Recruit for any aspect of their business in accordance with the terms of the Agreement. Any changes or additions to the Services requested by LICENSEE must be agreed in writing and signed by both parties, and LICENSEE agrees and recognizes that any such changes may require changes to agreed delivery schedules and the payment of additional fees to LICENSOR.

ARTICLE 2 PROPRIETARY RIGHTS OF LICENSOR

2.1 Restrictions on Use.

LICENSEE acknowledges and agrees as follows:

(a) Although LICENSEE is permitted by LICENSOR to use Recruit according to the terms and conditions herein, LICENSOR owns and forever retains sole and exclusive right to control and direct the manner or means by which Recruit is provided and Services are performed. Nothing herein entitles LICENSEE to actual possession of any software. LICENSEE does not obtain any right to modify, duplicate or reverse engineer any aspect of Recruit or the Services.

(b) LICENSEE agrees that it shall not: i) modify, decompile, translate, distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of Recruit or the Services (including any associated documentation) and LICENSEE's rights to use Recruit and such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or

algorithms of Recruit or the Services, or iii) modify or create derivative works based on Recruit or the Services.

(c) Recruit will include LICENSOR's image logo and text descriptions identifying LICENSOR's ownership, copyright notice, and links to LICENSOR websites.

ARTICLE 3 LICENSEE DUTIES AND RESPONSIBILITIES

31 Data and Information. LICENSEE shall make available in a timely manner at no charge to LICENSOR all technical data, programs, files, documentation, sample output, or other information and resources reasonably required by LICENSOR for the provision of the Services to LICENSEE including but not limited to the Data described in Schedule A, Section 6. To the extent permitted by law, LICENSEE will be responsible for, and assumes the risk of any liabilities resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by LICENSEE. LICENSEE shall cooperate with LICENSOR and provide such assistance as LICENSOR may reasonably request in connection with LICENSOR's efforts to obtain all consents, approvals and authorizations of and cooperation from third parties which may be necessary or required in order to use the materials or information provided by LICENSEE. LICENSEE shall bear any costs (including those above and beyond LICENSOR's quoted costs) including added time resulting from LICENSEE's failure to meet its obligations.

ARTICLE 4 OWNERSHIP

4.1 LICENSEE acknowledges that, as between LICENSOR and LICENSEE, all right, title and interest in the Services including the Recruit software, and any other LICENSOR materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are forever retained solely by LICENSOR, or LICENSOR's licensors and providers, if any. There are no implied rights.

ARTICLE 5 FEES, EXPENSES, AND TAXES

5.1 Fees. LICENSEE shall pay LICENSOR the fees listed in Schedule B according to the following schedule:

- One hundred percent (100%) of the Annual License Fee, plus one hundred percent (100%) of the Set-Up Fee, plus one hundred percent (100%) of the Property Listing Data License Fee shall be due and payable at the Effective Date;
- One hundred percent (100%) of the Annual License Fee plus one hundred percent (100%) of the Property Listing Data License Fee shall be paid thirty (30) days prior to each anniversary of the Effective Date.

Effective after the second anniversary of the Effective Date, the Annual License Fee and the Property Listing Data License Fee may be changed by LICENSOR with 30 days advanced, written notice. The Property Listing Data License Fee may be changed by LICENSOR prior to the second anniversary of the Effective Date only if the fees charged to LICENSOR for such data are increased by its property data supplier. LICENSOR may cease provision of Services if payment is not timely made within ten (10) days after written notice of such nonpayment. In addition, LICENSEE shall pay LICENSOR one and one-half percent (1.5%) interest per month on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date, provided LICENSOR is not in breach of this Agreement.

5.2 Expenses. Provided LICENSOR has obtained prior written approval from LICENSEE, LICENSEE shall reimburse LICENSOR for all reasonable out-of-pocket expenses actually incurred by LICENSOR in performance of the Services.

5.3 Taxes. If LICENSEE is not a tax-exempt entity, LICENSEE shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on LICENSOR's net income).

ARTICLE 6 ADDITIONAL SERVICES

6.1 In the event that LICENSEE desires LICENSOR to provide additional consulting or other services beyond the scope of the Services, then the parties shall mutually agree upon a Statement of Work describing the scope of such consulting or other services, which document shall be appended to this Agreement and made a part hereof. Any additional fees for such consulting or other services will be billed on a time and materials basis in accordance with the rates set forth in Section 4 of Schedule A unless different fees are mutually agreed in the applicable Statement of Work.

ARTICLE 7 CONFIDENTIALITY

7.1 To the extent permitted by law, each party agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's technology or business, including, but not limited to: information relating to products or technology or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Each party shall use reasonable precautions to protect the other's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by either Party; (b) was rightfully in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by another person without restriction; or (d) was independently developed by the Receiving Party by persons without access to such information and without use of any Confidential Information of the Disclosing Party. Each party may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that the party gives the other party prior written notice of the proposed disclosure to allow the other party to seek protection for the Confidential Information. LICENSEE may also disclose Confidential Information to the extent required by law. As required by the Texas Public Information Act (the "Act"), LICENSEE will notify LICENSOR in the event a public information request made to LICENSEE encompasses any information protected by this Agreement. As authorized by the Act, LICENSOR may submit arguments against disclosure of the requested information directly to the Office of the Texas Attorney General. LICENSEE will only release the requested information if required to do so by the Office of the Texas Attorney General. This obligation to keep confidential all Confidential Information shall survive this Agreement and remain for a period of two years after its termination.

ARTICLE 8 WARRANTIES

8.1 LICENSOR will use commercially reasonable efforts to provide the Services in a professional and workmanlike manner. LICENSOR warrants that Recruit will at the implementation date conform to all of LICENSOR'S specifications, and will be virus free. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 LICENSEE AGREES THAT LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE ACTUAL AMOUNT PAID BY LICENSEE FOR THE SERVICES. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION.

ARTICLE 10
TERMINATION

10.1

(a) This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, until the first anniversary of the Effective Date. At the end of such term, and each subsequent anniversary of the Effective Date, this Agreement shall renew automatically for additional one (1) year terms unless either party provides written notice of termination to the other at least sixty (60) days before the end of the then current term.

(b) Notwithstanding the foregoing, LICENSOR may immediately terminate this Agreement if LICENSOR determines that LICENSEE has failed to comply with any of the terms and conditions of this Agreement, or may terminate for convenience provided that LICENSOR offers LICENSEE a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience.

(c) This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of written notice of termination.

(d) All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4, 7, 8, 9, 10, 12, 14 and 15 of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services that are granted hereunder shall terminate, and LICENSEE shall immediately return to LICENSOR, LICENSOR proprietary and confidential information, and documentation regarding use of the Services, if any, along with a signed, written statement certifying that LICENSEE has returned to LICENSOR, and is no longer in possession of the foregoing items.

ARTICLE 11
GOVERNMENT USE

11.1 If LICENSEE is a unit or agency of any government, or licensing use of the Services by payment with government funds, the Services are provided subject to LICENSOR's standard commercial terms, set forth in this Agreement.

ARTICLE 12
REFERENCE

12.1 LICENSEE agrees that LICENSOR may identify LICENSEE as a customer and use its logo on its brochures, websites, and other marketing materials, and may describe the Services provided by LICENSOR to LICENSEE and include imagery and video examples of the Services in its marketing materials.

ARTICLE 13
INDEPENDENT CONTRACTOR

13.1 Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ARTICLE 14
GENERAL

14.1 Assignment. This Agreement is not assignable or transferable by LICENSEE without the prior written approval of LICENSOR, and any such attempted assignment or transfer shall be void and without effect.

14.2 Attorney Fees. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

14.3 Waiver. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14.4 Governing Law. This Agreement and any disputes hereunder shall be governed by the laws of the State of Texas. Each party agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

15.5 Severability. In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

ARTICLE 15
ENTIRE AGREEMENT

15.1 This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions, express or implied, concerning such matters. Any modifications of this Agreement must be in writing and signed by both parties hereto. The Agreement shall take precedence over any additional conflicting terms which may be contained in LICENSEE's purchase order or other acknowledgement forms.

IN WITNESS THEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative on the data first set forth above.

GIS WebTech LLC

LICENSEE

Signature: _____

Signature: _____

Name: Ronald P. Bertasi

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

SCHEDULE A

Statement of Work

1.0 SERVICES DESCRIPTION

The Services shall be the provision of software functionality on an online basis via the Internet. The functionality of the Services will include the following:

1.1 Basemaps

- Available basemaps will be those provided by Esri, as Esri may change from time to time, currently including: Imagery; Imagery with Labels; Streets; Topographic; Dark Gray Canvas; Light Gray Canvas; National Geographic; Oceans; Terrain with Labels; Open Street Map; USA Topo Maps; USGS National Maps

1.2 Search and Reporting

- Property Search and Reporting
 - Site users will be able to search for available commercial property based on user-defined information such as minimum and maximum size and type of use.
 - Site users will be able to generate property reports for available properties.
- Community Search and Reporting
 - Site users will be able to search, view and generate reports for communities within the project geography.
- Custom Reporting
 - Site users will be able to generate Esri reports by dropping a pin, creating a ring, drive time, trucking time, or walking time.

1.3 Layers

- Thematic Maps
 - The data reports and variables made available by Esri via their GeoEnrichment API will be made fully available for thematic mapping in Recruit
- Community Layers
 - LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third party providing authorization.

1.4 Sharing

Site users can perform the following sharing functions:

- Export data into MS Excel, Adobe PDF
- Export links to copy into an ArcGIS online account
- Share a property on social media sites, such as, Facebook, Twitter, LinkedIn

1.5 Administrative Tool Features

1.5 (a) Property Management for External Users

This is an area within the Administrative area where real estate professionals (like brokers or property owners) or other individuals may add an available property, delete a property that has been leased or purchased, and modify information for a property. To help avoid conflicts between brokers, Recruit will provide functionality to allow LICENSEE to offer individual security logins and passwords so that only the individual who added the property, and who has the appropriate login and password, should be able to

view or delete the property. As provided, Recruit will also check for the ID of the broker before deleting information. A login and a password will also be required in order to add or delete a property. A user-friendly web site or interface will be used to make adding, deleting or modifying a property relatively easy for the broker. Both the Broker's login database and Property Listing database will be maintained on a server running the Recruit software. Brokers can also add photo images and/or document attachments that will appear on the property report. A file size limit of 1 MB will be required for each file. Properties that cannot be geocoded to ArcGIS Online will be excluded from the database of properties.

1.5 (b) Layer Control

- LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third party providing authorization.

1.5 (c) Permission Privilege

- LICENSEE is enabled to provide secured user-specific access (via unique username and password) to external users to non-public community layers.

LICENSEE understands and agrees that, with the sole exception of the individual security logins and passwords described above, only users in LICENSEE'S organization are authorized to log in and/or utilize any portion of the Administrative area of Recruit. In no case shall any third party be authorized to log in to LICENSEE's installation of Recruit and utilize the Administrative functions of Recruit.

1.6 Available Esri Reports

Users will be able to produce reports offered by Esri, as Esri may change from time to time, currently including the list below:

ACS Population Summary

Data displayed and aggregated on these reports is based on Census 2010 boundaries.

Age 50+ Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Age by Sex by Race Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Age by Sex Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data

Automotive Aftermarket Expenditures

This report contains 2015 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Business Data

This report contains InfoGroup Data. Note: This is an Esri report, not to be confused with the business tab for search and querying business listing data. Business listing data is not included in the version of Recruit LICENSEE is licensing.

Community Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Demographic and Income Comparison Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Demographic and Income Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Detailed Age Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Disposable Income Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Dominant Tapestry Map

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Electronics and Internet Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

Executive Summary

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Finances Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2014 and 2019.

Financial Expenditures

This report contains 2017 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Graphic Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Health and Beauty Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

House and Home Expenditures

This report contains 2014 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Household Budget Expenditures

This report contains 2017 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Household Income Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Housing Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Major Shopping Center Locator

This report contains DMM (Directory of Major Malls) data.

Market Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Medical Expenditures

This report contains 2017 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Net Worth Profile

This report contains Esri 2017/2022 Updated Demographics and Census 2010 data.

Pets and Products Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

Recreation Expenditures

This report contains 2017 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Restaurant Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

Retail Goods and Services Expenditures

This report contains 2015 Consumer Spending data derived from the Consumer Expenditure Surveys from the Bureau of Labor Statistics and Esri 2017/2022 Updated Demographics.

Retail Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

Retail MarketPlace Profile

This report contains Esri 2017 Retail MarketPlace data.

Sports and Leisure Market Potential

This report contains data that is based upon national propensities to use various products and services, applied to local demographic composition. Usage data is collected by GfK MRI in a nationally representative survey of U.S. households. This report also contains Esri forecasts for 2017 and 2022.

Tapestry Segmentation Area Profile (2017)

This report contains Esri 2017 Tapestry Segmentation data.

1.7 Workforce Data and Property Data

- Workforce data will be provided at no additional charge only as long as LICENSOR is able to maintain a marketing alliance with a suitable workforce data provider. Should LICENSOR be unable to maintain such a marketing alliance on terms it deems suitable for its business (in its sole and absolute discretion), the Services will exclude workforce data.
- Property listing data will be included only as long as LICENSOR is able to maintain a marketing alliance with a suitable property listing data provider. Should LICENSOR be unable to maintain such a marketing alliance on terms it deems suitable for its business (in its sole and absolute discretion), the Services will exclude property listing data. In the event that LICENSOR no longer includes property listing data, (1) the Property Listing Data License Fee will be pro-rated for the yearly term effected, (2) LICENSEE will assume responsibility for providing property listing data, as defined in Section 6.0 of this Schedule A, and (3) LICENSOR will make good faith efforts to assist LICENSEE in finding alternate source(s) of property listing data.

2.0 SERVICE

2.1 Delivery and Installation. LICENSOR will make the Services available to LICENSEE as a SAAS solution in accordance with a mutually agreed project schedule.

2.2 Maintenance. LICENSEE agrees and understands that routine maintenance by LICENSOR's internet service provider or hosting facilities may cause temporary downtime, and that loss of connectivity by LICENSEE and its users to the hosted services due to reasons which are beyond LICENSOR's reasonable control may occur from time to time, and agrees that the LICENSOR shall not be responsible for such loss of connectivity. LICENSEE recognizes and agrees that users should have access to high-speed internet connections for best performance.

2.3 Hosting. LICENSEE has engaged LICENSOR to implement and provide the Services as a LICENSEE of a SAAS solution through an online web-hosted portal. As context dictates, Services will also refer to any proprietary or third-party software or infrastructure used by the LICENSOR to provide such Services. LICENSOR will provide a suitable hosting environment for the Services.

2.3(a). Uptime Commitment. After implementation of the site is completed, LICENSEE and end users will be able to access and use the Services twenty-four hours a day, seven days a week. The Services will be fully functional in accordance with the Agreement. LICENSOR will use commercially reasonable efforts to make the Services available at least ninety-seven percent (97%) of the time during each calendar month of the term, excluding: (a) scheduled maintenance, emergency maintenance, and scheduled updates (which, when possible will be identified in advance to LICENSEE in writing and scheduled during off hours); (b) access or use problems related to the failure of the LICENSEE's site or solution; (c) access or use problems associated with LICENSEE's failure to use the Services within the operational directions, specifications, and requirements established by LICENSOR; (d) access or use problems caused by software, patches, updates, or upgrades installed by LICENSEE on its site; (e) access or use problems caused by LICENSEE's users, representatives, or employees; (f) access or use problems caused by LICENSEE's personal device or internet service provider (subsections (b) through (f) above being referred to as "Excused Delays".

2.4 Help and Training. LICENSOR will provide help and training to enable LICENSEE to properly test and use the Services. Training is approximately 4.0 hours and will be delivered via webcast.

2.5 Support. Support means LICENSOR will (i) correct deficiencies, and (ii) be accessible by telephone during normal business of LICENSEE on regular business days to answer questions about the Services.

3.0 IMPLEMENTATION SCHEDULE

The implementation schedule will be mutually agreed between the parties.

4.0 FEES FOR ADDITIONAL SERVICES

Time and material rates are established as follows:

- Staff: \$150.00 / Hour
- Senior Staff (CEO, COO, CTO): \$250.00 / Hour
- Travel related expenses and other out-of-pocket expenses: passed through to LICENSEE for reimbursement at cost with no mark up

5.0 GEOGRAPHIC SCOPE

The geographic scope of the Services provided to LICENSEE will be the City of Mansfield, Texas unless mutually agreed otherwise.

6.0 LICENSEE REQUIREMENTS

Provided is a list of requirements to be furnished by the LICENSEE to LICENSOR at the start of the project. Failure by LICENSEE to provide this data or information shall not affect or delay payment of any fees due to LICENSOR under Article 5 of this Agreement nor relieve LICENSEE of any other obligations under this agreement.

Introduction to, access to, and support in discussions with key stakeholders, to include:

- Internal stakeholders (e.g. IT team, GIS, Marketing, etc.)

- External partners including Esri, 3rd party data providers, website developers, and others whose cooperation is required to deliver the Services
- Data
- Property listing data in the event LICENSOR is no longer able to provide it (required format to be supplied by GIS WebTech)
- Images
- Organization logo, photos use for the user interface

SCHEDULE B

Fees

1. Solution & Data Licensing	Recurring Basis	Fee
Recruit 4.0 Professional Version	Annual	\$5,000/yr
EMSI Workforce Data	Annual	Included
Complete Esri Demographic Data Set	Annual	Included
Annual License Fee		\$5,000 /yr

2. Set-Up

Configuration and Implementation	One-time	\$1,500
Training	One-time	Included
Set-Up Fee		\$1,500

3. Technical Support

Technical Support	Annual	Included
Technical Support Fee		N/A

4. Optional Items

Business Listing Data License Fee	Annual	N/A
Property Listing Data License Fee	Annual	\$2,500
Story Maps	One-time	Priced Upon Request