PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is made by and between the City of Mansfield ("Client") and The Retail Coach, LLC, a Mississippi limited liability company ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist Client in creating a Retail Recruitment and Development Strategy (the "Project"); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of forty one thousand dollars (\$41,000).

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 <u>Entire Agreement</u>. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 <u>Assignment</u>. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 <u>Successors and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 <u>Governing Law</u>. The laws of the State of Texas shall govern this Agreement.

6.5 <u>Amendments</u>. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 <u>Severability</u>. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 <u>Independent Contractor</u>. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Joe Smolinski City Manager City of Mansfield 1200 E. Broad St. Mansfield, Texas 76063

If intended for Professional:

Attn: Aaron Farmer The Retail Coach, LLC PO Box 7272 Tupelo, MS 38802

- 6.9 <u>Insurance</u>.
- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

Client SHALL NOT BE LIABLE FOR ANY LOSS, 6.10 Indemnification. DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT AGREEMENT. PROFESSIONAL TO THIS HEREBY WAIVES ALL CLAIMS AGAINST Client, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Client") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Client OR BREACH OF SEDC'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS Client FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL. ITS OFFICERS, DIRECTORS, SERVANTS. EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, FROM DEATHS OR DAMAGES ARISE OR ARE ATTRIBUTED TO NEGLIGENCE OF THE Client, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY Client ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 <u>Counterparts</u>. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 <u>Exhibits</u>. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this	day of	, 2021.
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City of Mansfield

By:

Name:_____ Title:

EXECUTED this 15th day of **October**, 2021.

The Retail Coach, LLC

Jam B. Lamon By:

Name: Aaron Farmer Title: President

EXHIBIT A



EXHIBIT A:

October 2021

Retail Recruitment and Development Strategy

Contents

About The Retail Coach	2
Scope of Work	5
Deliverables	15
Project Timeline and Pricing	16
Optional Contract Extensions	17



Prepared for: Mansfield, Texas

Prepared by:

Aaron Farmer I President afarmer@theretailcoach.net (662) 231-0608

Who We Are Your Retail Partner

We are a national retail consulting, market research, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail recruitment and development strategies for local governments, chambers of commerce, and economic development organizations.

Since 2000, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

PROVEN RESULTS

5+ million

Square feet of new retail space recruited to client communities in the past five years

\$600 million

Additional sales tax dollars generated in client communities in the past five years

600+

Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts



OUR TEAM Experts You Can Trust

Our team has more than 50 years of combined experience in retail recruitment and development. We pride ourselves on being consultants and not brokers. We only do what is in the best interest of our client communities and their future retail growth.

Mansfield Project Team



Kelly Cofer, CCIM Founder & CEO



Aaron Farmer President



Austin Farmer Project Director

Retail Recruitment Experts You Can Trust



- 50+ years of retail recruitment and • development experience.
- We are consultants, not brokers. We • have no conflicts of interest and will do what is best for the long-term growth of your community.
- Member of the most exclusive retail • professional network - CCIM.



Charles Parker Project Director



Nancy Dees Finance Director



Matthew Lautensack Director of Research & Development



Caroline Hearnsberger Retail Recruitment Specialist



Kyle Cofer Project Manager





And Hundreds More...

3

The **Retail360® Process:** Moving Beyond Data to Bring Retailers to Mansfield

Retail recruitment is a process, not an event. Through our proprietary Retail360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

The Retail360® Process identifies the strengths and weaknesses of your community to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we're able to help communities build a long-term retail economic development plan.



Market-Based Solutions

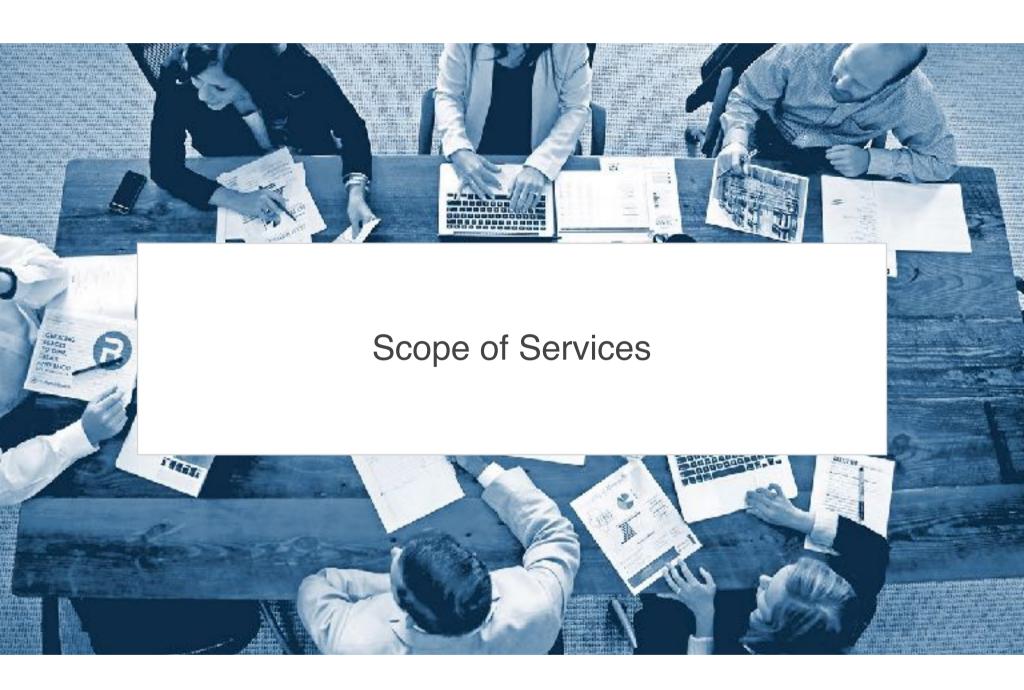
We understand that no two communities are the same, and that each one has its own unique set of development and/or redevelopment needs. Therefore, we work with our clients to determine those needs and to offer custom, tailored solutions. Our strategies are data-driven and verified through our comprehensive Retail360® Process.

On-The-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

Retail Action Plan

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces the best results when, together, we derive short-term and longterm strategies based on market data and opportunities.



Analyzing The Market

Custom Retail Trade Areas

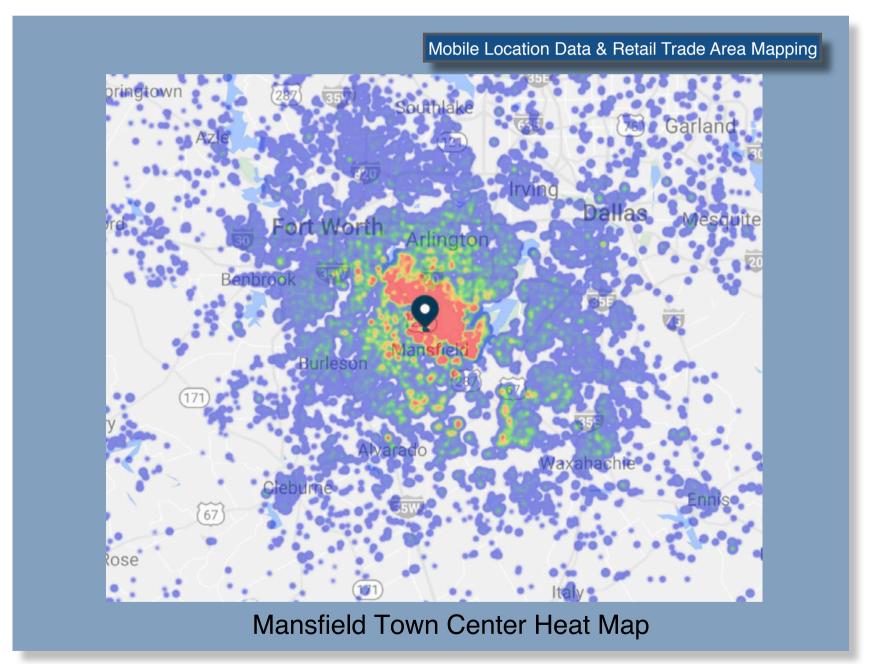
The Retail Trade Area (RTA) is the foundation of retail recruitment strategy, and its accuracy is critical. The Retail Trade Area is the geographical area from which a community's retailers derive a majority of their business. Drive times and radial analysis are not the best way to depict an accurate Retail Trade Area. To best confirm a community's Retail Trade Area, we will execute the following strategic steps:

Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Mansfield. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions. <u>The Retail Coach will complete Cell Phone Analysis</u> reports on multiple locations throughout Mansfield.

Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area using mobile data collected.





Analyzing The Market

Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2010 Census, 2021, and 2026 demographic profiles for the Retail Trade Area and Mansfield community. The profile includes population and projected population growth, race, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

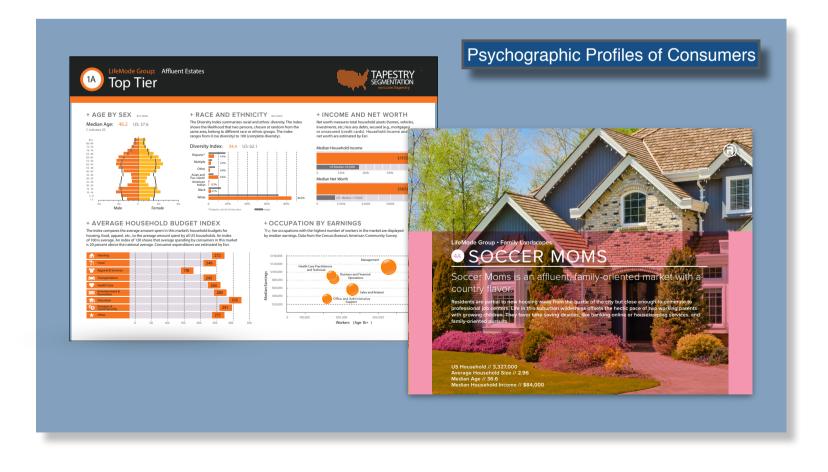
Daytime Population

The workplace population, or daytime labor market area, is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

The Retail Coach will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the "work here" population versus the "live here" population.

Psychographic Profiling

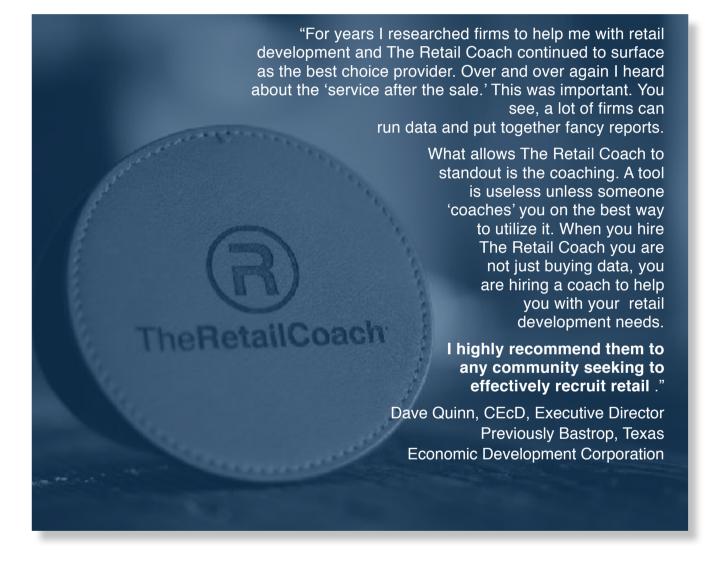
As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers' preferred location criteria. Understanding a consumer's propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.



Determining Retail Opportunities

Retail Demand Outlook Analysis

The Retail Coach will also develop a Retail Demand Outlook Analysis illustrating the current retail demand for more than 70 retail sectors, as well as the five year future demand numbers.



Identifying Development & Redevelopment Opportunities



Identifying & Marketing Vacancies & Development/Redevelopment Sites

Retailers are interested not only in the market data on your community, but also in evaluating all available sites that fit their site selection and location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information.

The Retail Coach will complete a community wide site inventory and highest and best use analysis for retail corridors in Mansfield.

The Retail Coach will identify 15 priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- · Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- · Site-line visibility from primary & secondary traffic arteries
- · Ingress/egress & adequate parking
- Site characteristics, Topography & Proximity to retail clusters

Retail Site Profiles

The Retail Coach will create a retail site profile for primary availabilities with current site-specific information, including:

- Property size, dimensions, and location
- · Aerial photographs
- Site plan
- Demographic profile
- Traffic count
- Appropriate contact information

Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 20 years. Our process is driven by providing accurate and current data sets as well as site-specific information to retailers, brokers, and developers.

Identification of Retail Prospects

The Retail Coach will target national and regional retail brands (retailers and developers) that are a good "fit" for the community. This means the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers' ideal location criteria.



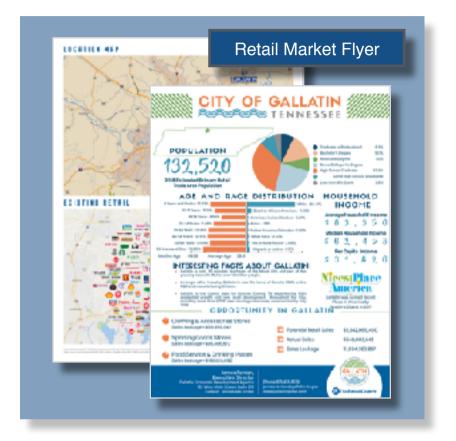
Marketing & Branding

To attract targeted retailers, the most critical step is providing accurate, current, and site-specific information on the community and its Retail Trade Area. It is important that this marketing information positively reflects your community's attributes and brand to corporate site selectors, real estate brokers, and developers.

Retail Market Flyer

The Retail Coach will develop a Retail Market Flyer tailored to the specific needs of targeted retailers' essential site selection and location criteria. The profile serves as a community introduction and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- · Appropriate logo and contact information



Retailer Feasibility Packages

The Retail Coach will create a retailer-specific feasibility package to address essential location criteria. The feasibility package includes:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- · Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary

Real Estate Developer Opportunity Package

The Retail Coach will create a developer opportunity package to highlight the need for development / redevelopment. This will include:

- · Community Overview
- Location Map
- Retail Trade Area
- · Demographic Trends
- · Aerial Imagery
- Traffic Counts
- Site-line visibility from major traffic arteries
- Ingress/egress for primary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities

Site characteristics and topography

Retail Gap Analysis Summary Table

Community Demographic Profile

Area Traffic Generators

Retail Trade Area Psychographic Profile

Retail Trade Area Demographic Profile

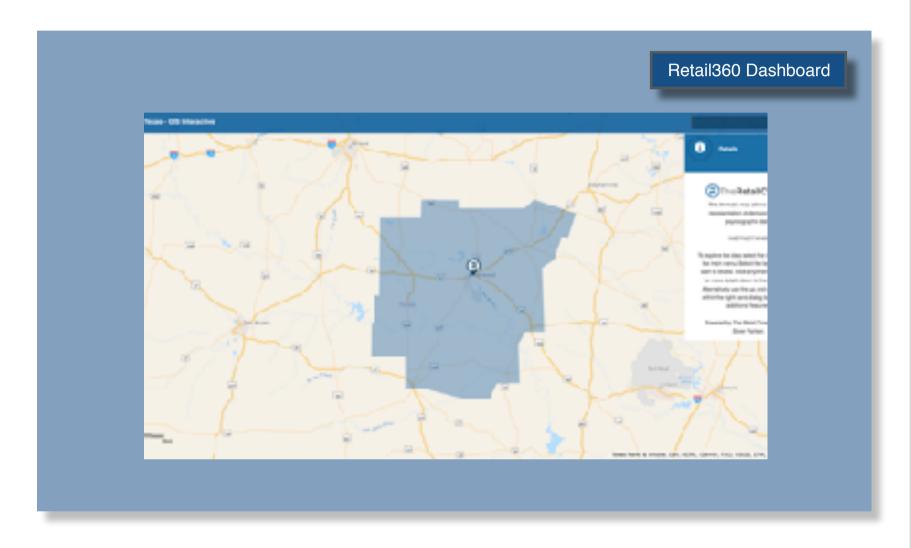
· Appropriate logo and contact information

- Appropriate Zoning
- Area Retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top Employers
- Workplace Population
- · Potential retail tenants

Marketing & Branding

Online Retail Dashboard & Interactive Map

The Retail Coach will create an online community dashboard, which is available at Retail360.us/Mansfield-TX, for visual presentation and easy downloading of marketing information and data sets.



Site Mapping

As an accredited ESRI Partner, The Retail Coach is able to create a Retail360 Community Retail Dashboard for Mansfield. The dashboard provides easy access to the data reports and Retail Site Profiles. Considering retail site selectors do much of their research while in hotel rooms and in airports, a GIS platform that streamlines sites and data into one interactive and centralized location is a powerful tool.

Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level to meet the needs of each individual user - whether that be a real estate broker, site selector, developer, or even a local entrepreneur. Additionally, this platform can be hosted as a stand-alone application on your iPad or embedded within your community's website for "touch of a button" access to important economic indicators such as: median household income, population density, population growth, psychographic lifestyle segmentation, ethnicity, median home value, and median age.

Recruiting Retailers & Developers

Recruitment of Retailers

Founded in 2000, The Retail Coach was the first national retail advisory firm to introduce retailer and developer recruitment specifically for communities. The recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved a community must move beyond data.

The retailer recruitment process includes the following steps:

- · Introductory emails and retail market profiles are sent to each targeted retailer.
- · Personal telephone calls are placed to measure interest level.
- · Personal emails and retailer feasibility packages are sent to each targeted retailer.
- · Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- · Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- · Personal emails are sent quarterly to continue to seek responses regarding their interest level.

Recruitment of Developers

Much of our recruitment success comes from establishing a network of national retail developers over the past 21 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Our developer recruitment process includes the following steps:

- Introductory emails and opportunity packages are sent to developers.
- · Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

Retail Conference Representation

The Retail Coach will assist in marketing Mansfield and its retail vacancies and real estate sites to retailers and real estate sites to retailers, developers, and brokers at retail industry conferences.

The Retail Coach will set-up retailer, developer, and broker meetings for Mansfield at upcoming ICSC and Retail Live conferences. "The location of Sprouts Farmers Market was a direct result of meetings coordinated by The Retail Coach between our community and site selectors at ICSC/Recon."

Warren Unsicker, CEcD Vice President, Economic Development Broken Arrow Economic Development

Se ICSC

Coaching & Ongoing Support

Coaching

The Retail Coach will partner with Mansfield on a long-term basis and be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if Mansfield needs to brainstorm opportunities as your community grows and develops. Project correspondence can be conducted through The Retail Coach custom Pandora platform as part of the Retail360 dashboard. This password-protected platform will allow the Mansfield to keep track of project progress, download reports, and securely share other information over the course of the project agreement.

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PROJECT OVERVIEW

Deliverables & Responsibilities

PHASE 1 Analyzing the Market

Retail Trade Area (RTA) Map based on Mobile Location Technology Retail Trade Area & Community Demographic Profiles (Historical, Current, and Projected) Retail Trade Area Psychographic Profiles Daytime Population Summary

PHASE 2 Determining Retail Opportunities

Retail Gap Analysis (RGA) Retail Demand Outlook Analysis

PHASE 3 Identifying Development Opportunities

Community-wide sites inventory Highest & Best Use Analysis of priority sites/vacancies 15 Retail Site Profiles

PHASE 4 Identifying Retailers & Developers for Recruitment

Target list of priority retail prospects

PHASE 5 Marketing & Branding

Mansfield Retail Market Flyer (RMF) Retailer Feasibility Packages Developer Opportunity Package Online Retail360 Dashboard & Pandora Platform Interactive Site Mapping with Preloaded Sites

PHASE 6 Recruiting Retailers & Developers

Proactive Retail Recruitment & Recruitment Updates

PHASE 7 Retail Coaching Ongoing Coaching & Project Management through TRC Pandora Platform

"In my opinion, The Retail Coach's strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent."

Samuel D. R. Satterwhite Executive Director Wylie EDC

"Thank you for Gallatin's partnership with Retail Coach. Charles Parker and his team have been very beneficial in helping my development find retail tenants. We have currently signed [multiple new brands] with their help and guidance."

Brad Jolly Developer Gallatin, Tennessee

PROJECT EXPECTATIONS Project Timeline and Pricing



REPORTING The Retail Coach will provide written or electronic project updates on a bi-monthly basis.



COMMUNITY TRIPS The Retail Coach team will make a minima of three (3) site visits to Mansfield during the project.



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Retail Recruitment & Development Strategy

\$40,000

Plus up to \$1,000 in reimbursable expenses

Payments:

- \$15,000 upon execution of agreement.
- \$10,000 upon 90 days.
- \$15,000 upon 180 days.

ONGOING SUPPORT

Optional Contract Extensions

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend the project agreement for up to two additional years. Your agreement can be extended at any time to ensure you have the tools, resources, and support you need to successfully recruit retailers.

Year 2 Contract Extension

\$30,000

Extends your agreement by an additional 12 months. During that 12 month period, you will continue to receive the following:

- · Data Updates
- Updated Retail Prospect Match List
- Site Evaluations
- Online Dashboard Update
- Access to GIS Site Mapping
- · Recruitment of Retailers and Developers
- · Coaching and Support from the The Retail Coach Team

Year 3 Contract Extension

\$30,000

Extends your agreement by an additional 12 months. During that 12 month period, you will continue to receive the following:

- · Data Updates
- Updated Retail Prospect Match List
- Site Evaluations
- Online Dashboard Update
- · Access to GIS Site Mapping
- · Recruitment of Retailers and Developers
- Coaching and Support from the The Retail Coach Team





PREPARED FOR: Mansfield EDC

PRIMARY CONTACTS:

Aaron Farmer President Ph: (662) 231 - 0608 Email: <u>afarmer@theretailcoach.net</u>

BETTER RETAIL. BETTER COMMUNITIES.

