



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, November 10, 2020

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**

[20-3820](#)

Approval of Regular Meeting Minutes for October 6, 2020

Attachments: [MeetingMinutes 10-6-2020.pdf](#)

4. **FINANCIALS**

[20-3833](#)

Presentation of Monthly Financial Report for Period Ending 09/30/20

Attachments: [MEDC Cash Report 09-30-2020 .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.

1. Staff Update, Board Discussion, and Possible Action Regarding Request to Extend Completion Date for Sellmark Corporation Expansion

B. REAL ESTATE DELIBERATION

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

1. Staff Update and Board Discussion Regarding Project 20-07, Possible Land Sale of MEDC Owned Property in the Mansfield International Business Park

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.

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

[20-3864](#)

Staff Update, Board Discussion, and Possible Action Regarding Request to Extend Completion Date for Sellmark Corporation Expansion

Attachments: [MEDC Extension Request #2.pdf](#)

9. NEW BUSINESS

- [20-3835](#) Staff Report, Board Discussion and Possible Action on Approval of Labor Market Analysis Agreement with Ernst and Young and Reallocation of Budget Dollars to Fund the Labor Market Analysis

Attachments: [E&Y Mansfield Labor Shed Identification and Analysis Proposal 10.14.20.pdf](#)
[Mansfield Economic Development Corporation - MA Draft For Review.docx](#)
[Mansfield Economic Development Corporation - SOW Draft for Review.docx](#)

- [20-3839](#) Election of MEDC Board Officers

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, November 6, 2020, 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: 20-3820

Agenda Date: 11/10/2020

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of Regular Meeting Minutes for October 6, 2020

Requested Action

Approve Regular Meeting Minutes for October 6, 2020

Recommendation

Approve Regular Meeting Minutes for October 6, 2020

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC

Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, October 6, 2020

5:30 PM

City Hall - Council Chambers

1. **CALL MEETING TO ORDER**

The meeting was called to order by Brian Fuller at 5:30 pm.

Absent 1 - Larry Klos

Present 6 - Brian Fuller; Selim Fiagome; David Godin; William Vivoni; Timothy Schipper
and Nicole Zaitoon

2. **PUBLIC COMMENTS**

There were no comments.

3. **APPROVAL OF MINUTES**

[20-3734](#)

Approval of Regular Meeting Minutes for September 1, 2020

David Godin made the motion to approve the regular meeting minutes of September 1, 2020. Seconded by Selim Fiagome. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Selim Fiagome; David Godin; William Vivoni; Timothy Schipper
and Nicole Zaitoon

Nay: 0

Absent: 1 - Larry Klos

Abstain: 0

4. **FINANCIALS**

[20-3770](#)

Presentation of Monthly Financial Report for Period Ending 08/31/2020

There were no comments.

5. **RECESS INTO EXECUTIVE SESSION**

The meeting recessed into executive session at 5:30 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

1. Staff Update and Board Discussion Regarding Project 20-04, Possible Land Sale of MEDC Owned Property in the Mansfield International Business Park

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

The meeting reconvened into regular session at 5:49 pm.

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

No action was taken pursuant to executive session.

8. OLD BUSINESS

9. NEW BUSINESS

[20-3771](#)

Staff Report, Board Discussion and Possible Action Regarding Approval of a Termination Agreement with RMA Holdings, LLC

David Godin made the motion to approve the Termination Agreement with RMA Holdings, LLC. Seconded by Selim Fiagome. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Selim Fiagome; David Godin; William Vivoni; Timothy Schipper and Nicole Zaitoon

Nay: 0

Absent: 1 - Larry Klos

Abstain: 0

10. **BOARD MEMBER COMMENTS**

There were no comments.

11. **STAFF COMMENTS**

Richard Nevins advised the next board meeting is scheduled for November 3, 2020 which is also Election Day. The board agreed to reschedule the meeting to November 10, 2020.

Richard also informed the Board that City Council would like to have a joint meeting soon to discuss MEDC. The Board stated they would like to meet with City Council after the election takes place and the new council and Mayor are seated.

12. **ADJOURNMENT**

Brian Fuller adjourned the meeting at 5:54 pm.

Larry Klos, President



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1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 20-3833

Agenda Date: 11/10/2020

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Financial Report for Period Ending 09/30/20

Requested Action

Information only.

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 09/30/20

Justification

N/A

Funding Source

4A

Prepared By

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

Mansfield Economic Development Corporation
Period Ending September 30, 2020

Beginning Cash Balance 09-01-2020 **\$4,335,105**

Revenue:

Sales Tax Revenue \$550,870
Interest Income \$98
Total Monthly Revenue **\$550,968**

Adjusted Cash Balance **\$4,886,073**

Operating Expenses:

Administration \$46,963
Promotions \$429
Retention \$0
Workforce Development \$0
Total Operating Expenditures **\$47,392**

Debt Expense

Debt Service Payment (Transfer for Off-Site) **\$238,950**

Project Expenditures:

Kimball Property \$190
MIBP Engineering for Project 20-04 \$3,500
\$3,690

Total Monthly Expenditures **\$290,032**

Ending Cash Balance 08-31-2020 **\$4,596,041**

Proceeds From Bond Sale - Remaining Balance \$4,199,652
MIBP Construction \$0
Remaining Proceeds From Bond Sale **\$4,199,652**

Total Cash **\$8,795,693**

Debt Expense

New Annual Total Debt Service - FY21 **\$2,663,484**
(January and August)

Remaining Principal Debt Balance **\$23,430,000**



CITY OF MANSFIELD

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STAFF REPORT

File Number: 20-3864

Agenda Date: 11/10/2020

Version: 1

Status: Old Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Staff Update, Board Discussion, and Possible Action Regarding Request to Extend Completion Date for Sellmark Corporation Expansion

Requested Action

Request to Extend Completion Date for Facility 1 and Facility 2

Recommendation

Defer to Board

Description/History

In 2010, MEDC entered into an Economic Development and Performance Agreement with Lonejack, LLC (aka Sellmark) to assist with construction and expansion of their facility located at 2201 Heritage Pkwy (lots 2 and 3). This agreement required Sellmark to begin construction on lot 3 by June 30, 2018 and obtain a certificate of occupancy by December 31, 2019. Due to some unexpected delays, Sellmark requested an amendment to the original agreement. The MEDC Board agreed to the extension and entered into a new agreement with Lonejack in 2018.

In October 2018, the MEDC Board granted a partial assignment from Lonejack, LLC to Lonejack II, LLC for Facility 2. Lonejack, LLC still holds ownership rights to Facility 1.

In the 2018 Economic Development and Performance Agreement, Sellmark agreed to purchase lot 4 for the 2017 appraised value of \$809,600 and receive reimbursement in that amount on a per square foot basis as certificates of occupancy are obtained on 200,000 square feet of new construction. The existing agreement requires 33,000 square feet to be added to their existing facility (Facility 1) while the remaining 167,000 SF spec will be built on lots 3 and 4 (Facility 2). Initially, the space on lots 3 and 4 will be leased out until Sellmark has a need for the additional square footage.

In August 2019, Sellmark requested an extension for Facility 1 expecting to break ground later that year. The MEDC Board granted that extension with a new completion date of December 31, 2020.

Earlier this year Pier 1 announced the closure of their distribution center located at 2200 Heritage Pkwy, across the street from Sellmark. Lonejack II, LLC purchased this property for approximately \$18,000,000. They are actively pursuing a tenant and will be improving the building as needed. Such as, new roof or repair, painting the building, new truck court, etc. Once they have a tenant they plan to begin Facility 2.

Sellmark is now requesting to extend completion dates for both Facility 1 and 2 as follows:

1. Receive certificate of occupancy for Facility 1 (33,000 SF expansion on existing facility) from December 31, 2020 to June 30, 2022.

2. Receive (or Tenant(s) must receive) certificate of occupancy for Facility 2 (167,000 SF spec) from December 31, 2021 to June 30, 2023.

Justification

Funding Source

N/A

Prepared By

Laurie Fleiner, MEDC, 817-728-3653

November 2, 2020

Mansfield Economic Development Corporation
Attn: Laurie Fleiner
301 S. Main Street
Mansfield, Texas 76063

Dear. Ms. Fleiner:

As you may know, Lonejack, LLC, a Texas limited liability company ("Lonejack"), and the Mansfield Economic Development Corporation, a Texas nonprofit corporation ("MEDC"), entered into that certain Economic Development and Performance Agreement, dated as of August 16, 2018, as amended (the "Agreement"). Pursuant to Section 3.01(d) and Section 3.01(e) of the Agreement, Lonejack agrees as follows:

(d) Receive a Certificate of Occupancy for Facility 1 no later than December 31, 2020; and

(e) Receive (or Tenant(s) must receive) a Certificate of Occupancy or Certificate of Occupancies for all lease space within Facility 2 no later than December 31, 2021 and enter into leases with Tenants for such spaces.

As you may know, we have been in the process of developing the land for Facility 1 and Facility 2; however, due to a number of setbacks this year, including the effects of COVID-19 and other operational issues beyond our control, construction on Facility 1 and Facility 2 has been delayed. In accordance with Section 8.05 of the Agreement, the Agreement may only be amended, altered, or revoked by written instrument signed by the Lonejack and MEDC. We respectfully request Section 3.01(d) and Section 3.01(e) be further amended and restated in their entirety to extend the required deadlines, and for the sections to respectively read as follows:

(d) Receive a Certificate of Occupancy for Facility 1 no later than June 30, 2022; and

(e) Receive (or Tenant(s) must receive) a Certificate of Occupancy or Certificate of Occupancies for all lease space within Facility 2 no later than June 30, 2023 and enter into leases with Tenants for such spaces.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Should you have any questions or comments, please let us know. We look forward to your response and we sincerely appreciate your time and consideration. Thank you.

Best Regards,



Jared Wood
Authorized Representative – Lonejack, LLC
General Counsel – Sellmark Corporation



CITY OF MANSFIELD

1200 E. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 20-3835

Agenda Date: 11/10/2020

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Staff Report, Board Discussion and Possible Action on Approval of Labor Market Analysis Agreement with Ernst and Young and Reallocation of Budget Dollars to Fund the Labor Market Analysis

Requested Action

Consider entering into an agreement with Ernst and Young to perform a Labor Market Analysis and approving a reallocation of \$50,000 from Project Funds Account to Professional Services Account in the MEDC FY20-21 Budget to cover the cost.

Recommendation

Approve entering into agreement with Ernst and Young to perform a Labor Market Analysis and approve a reallocation of \$50,000 from Project Funds Account to Professional Services Account in the MEDC FY20-21 Budget to cover the cost.

Description/History

Labor is one of the most important factors in the site selection process today and the Mansfield labor market is changing as the area continues to grow. In order to gain more in depth knowledge of the Mansfield labor market and be able to better respond to various types of businesses that Mansfield desires to attract to the community, staff solicited the attached proposal from Ernst and Young to perform an in depth labor analysis of the Mansfield market. Ernst and Young's site selection practice is a market leader in these types of studies. The ability to present this type of analysis to a prospective company considering Mansfield as a possible location for a new facility would give Mansfield a significant advantage. In addition, it will help further define the types of industries / companies MEDC should target in their recruiting efforts. At the time this report was prepared staff had not received comments from legal counsel regarding the agreement. A draft copy of the agreement and Statement of Work has been attached. If legal counsel does provide comments, staff will share those comments with the Board during the meeting.

Justification

The ability to present this type of analysis to a prospective company considering Mansfield as a possible location for a new facility would give Mansfield a significant advantage. In addition, it will help further define the types of industries / companies MEDC should target in their recruiting efforts.

Funding Source

4A

Prepared By

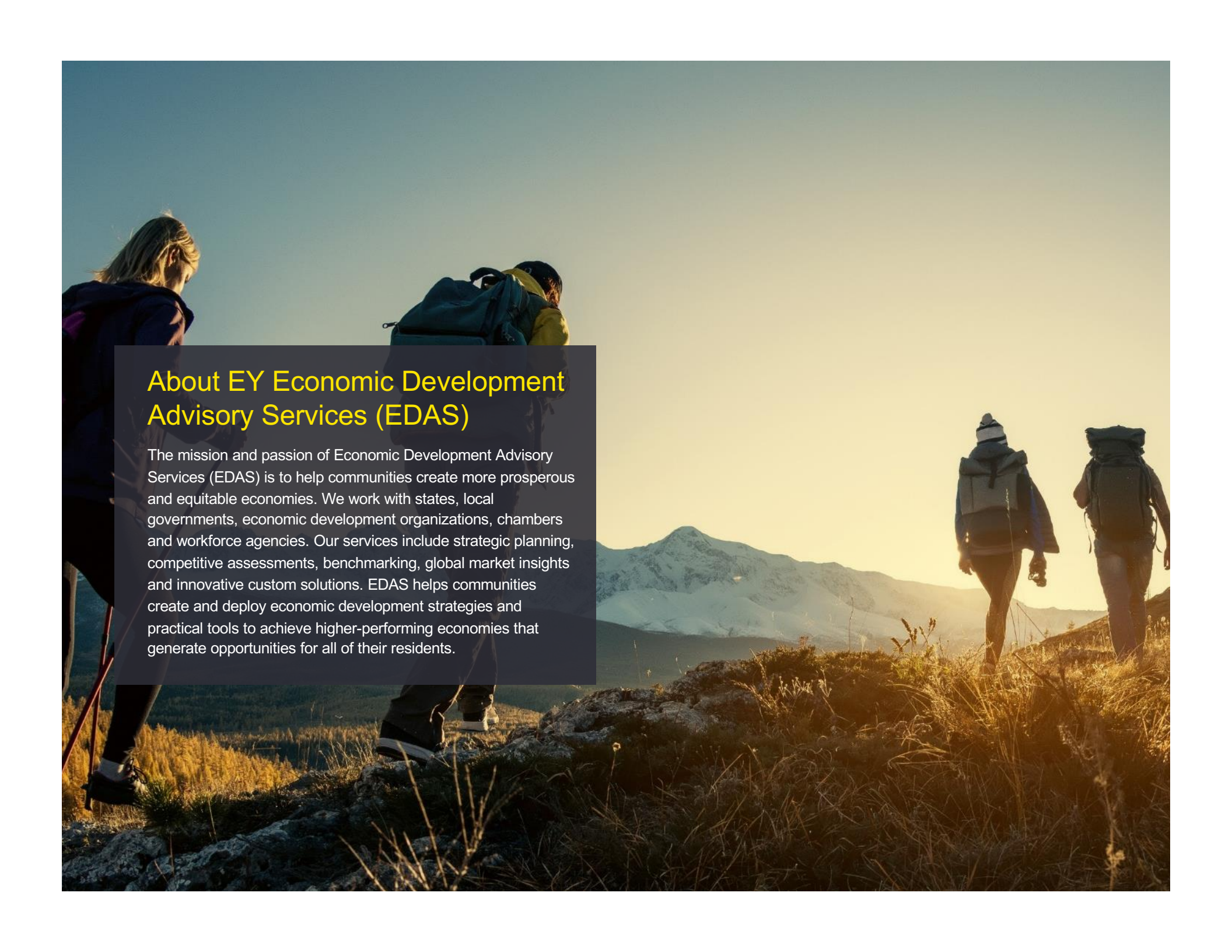
Richard Nevins, Director Economic Development, 817-728-3652



Labor Shed Identification and Analysis

Proposal for Mansfield Economic
Development Corporation

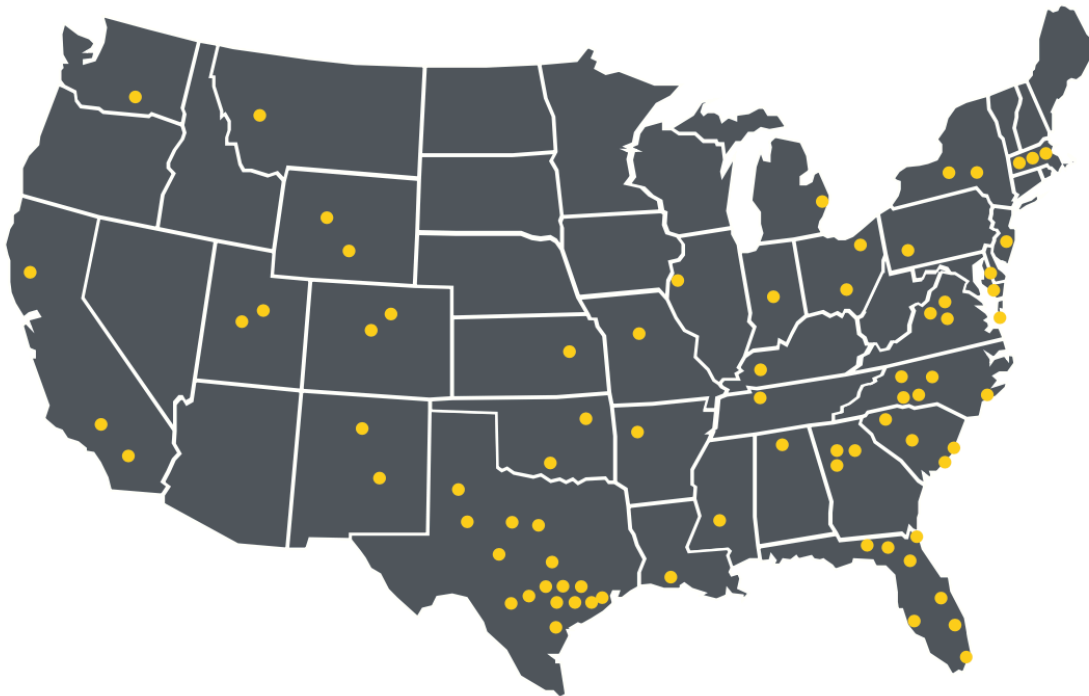
October 14, 2020

A photograph of three hikers with large backpacks walking away from the camera on a rocky mountain trail. The scene is set during sunset or sunrise, with a warm, golden light illuminating the hikers and the landscape. In the background, there are snow-capped mountains under a clear sky. The hiker on the left is wearing a purple jacket, the middle one a yellow jacket, and the one on the right a dark jacket. They are all carrying large backpacks and using trekking poles.

About EY Economic Development Advisory Services (EDAS)

The mission and passion of Economic Development Advisory Services (EDAS) is to help communities create more prosperous and equitable economies. We work with states, local governments, economic development organizations, chambers and workforce agencies. Our services include strategic planning, competitive assessments, benchmarking, global market insights and innovative custom solutions. EDAS helps communities create and deploy economic development strategies and practical tools to achieve higher-performing economies that generate opportunities for all of their residents.

Our experience



We have assisted 200+ communities across North America.

Our team's experience includes facilitating strategies for major US regions, such as Atlanta, Charlotte, Cincinnati, Columbus, Houston, Jacksonville, and Miami, as well as thriving midsize communities, like Charleston, Chattanooga, Frisco, Jonesboro, Northwest Arkansas, Pflugerville, Provo, Roanoke, Spartanburg, West Palm Beach and many others.

Our capabilities

We support our clients from day one of their strategic planning process through implementation, engaging stakeholders every step of the way. Our holistic approach includes an array of services tailored to every stage of an economy's development.

Economic development organizations are under pressure from multiple sources. On the one hand, there are internal pressures to do more with less, and on the other, constituents want concrete evidence that the programs designed to attract business activity and produce economic growth and opportunity are successful. Our up-to-the-minute knowledge of leading economic development practices and global market trends helps our clients stay informed and nimble in a world that's changing by the day.

Our data-driven, inclusive economic development strategies help community leaders walk in step toward a shared community vision and goals. We also help our clients as they implement strategy, assisting with, for example, funding, measuring progress and impact, and updating tactics as market conditions change.



Workplan - Phase 1

Phase 1 of the analysis involves the identification of Mansfield's labor shed. We will begin with a thorough review of previously completed studies, marketing materials, news stories, and other background information. Next, a custom labor shed will be determined for Mansfield, Texas. Once this labor shed has been identified, we will examine the economic, demographic, occupational, and industrial characteristics of the area.

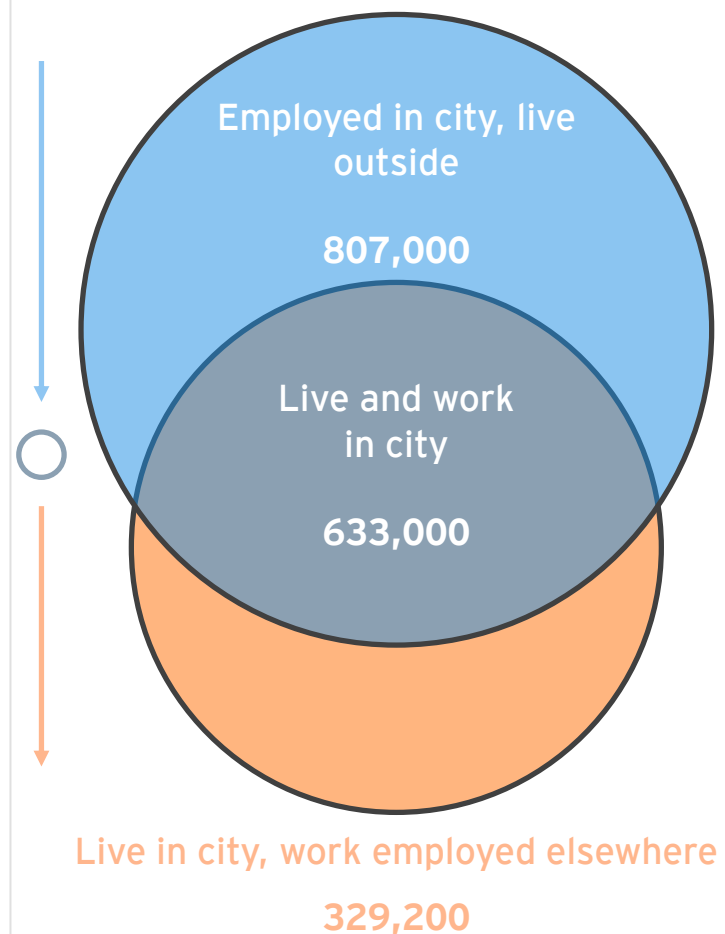
1.1 Conduct Information Review

We will first request copies of (or links to) any existing research on the region, as well as past studies, marketing materials, and news stories that may be relevant to the project. We will review all background information and ensure that we will incorporate - versus duplicate - anything relevant to this process.

1.2 Inflow/outflow analysis

To begin our analysis, we will explore the existing labor mobility of Mansfield, Texas. As a part of the broader Dallas-Fort Worth metroplex, Mansfield is likely both an importer and exporter of talent. The Inflow/outflow analysis will determine the number of workers living and working within the city, the number of workers commuting into the city for employment, and the number of Mansfield residents who are employed outside of the city (and are thus typically captured in the employment statistics of other jurisdictions).

Client Inflow/Outflow Dynamics

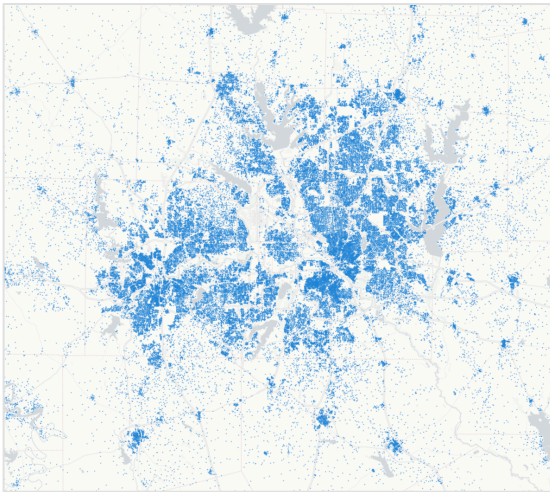


Workplan - Phase 1 (continued)

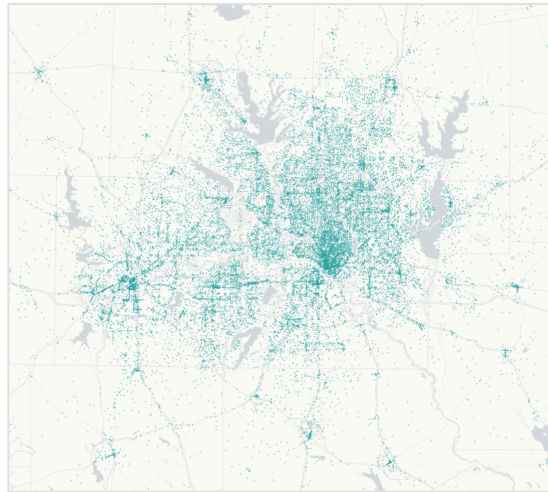
1.3 Labor Shed Definition

Once the Inflow/outflow analysis is complete, we will identify major employment destinations for Mansfield residents as well as the geographic origins of Mansfield workers. We will then integrate these geographies to create a custom labor shed that will aggregate the labor characteristics of all encompassed zip codes. While most client communities possess a single labor shed, it is possible that the analysis will produce multiple labor sheds. In such a scenario, all subsequent analyses will be conducted for all identified labor sheds.

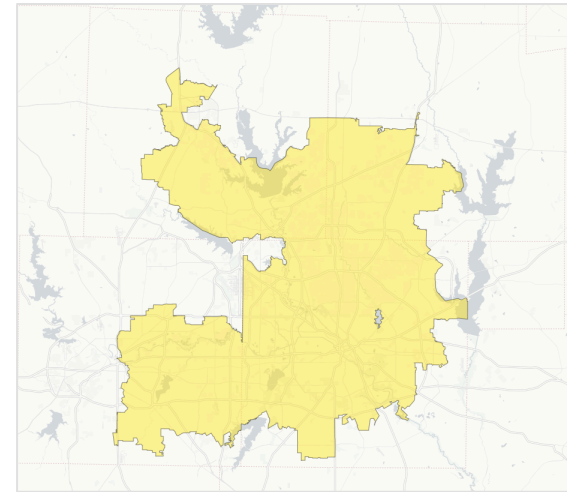
Resident Destinations



Worker Origin



Custom Labor Shed



Workplan - Phase 2

Once we have defined Mansfield's labor shed, we will begin examining the economic and demographic characteristics of both Mansfield and its broader labor market. Ultimately, this information will provide powerful insights into Mansfield's competitive position from a talent perspective.

2.1 Economic & Demographic Evaluation

The Economic & Demographic Evaluation will provide information on the workforce demographics of Mansfield and its custom labor shed geography. The evaluation will examine past and current population and employment growth. The evaluation will also include information on the age, skillsets, educational levels, and wage levels of workers living in the region and its custom labor shed.

2.2 Industry & Occupation Composition Analysis

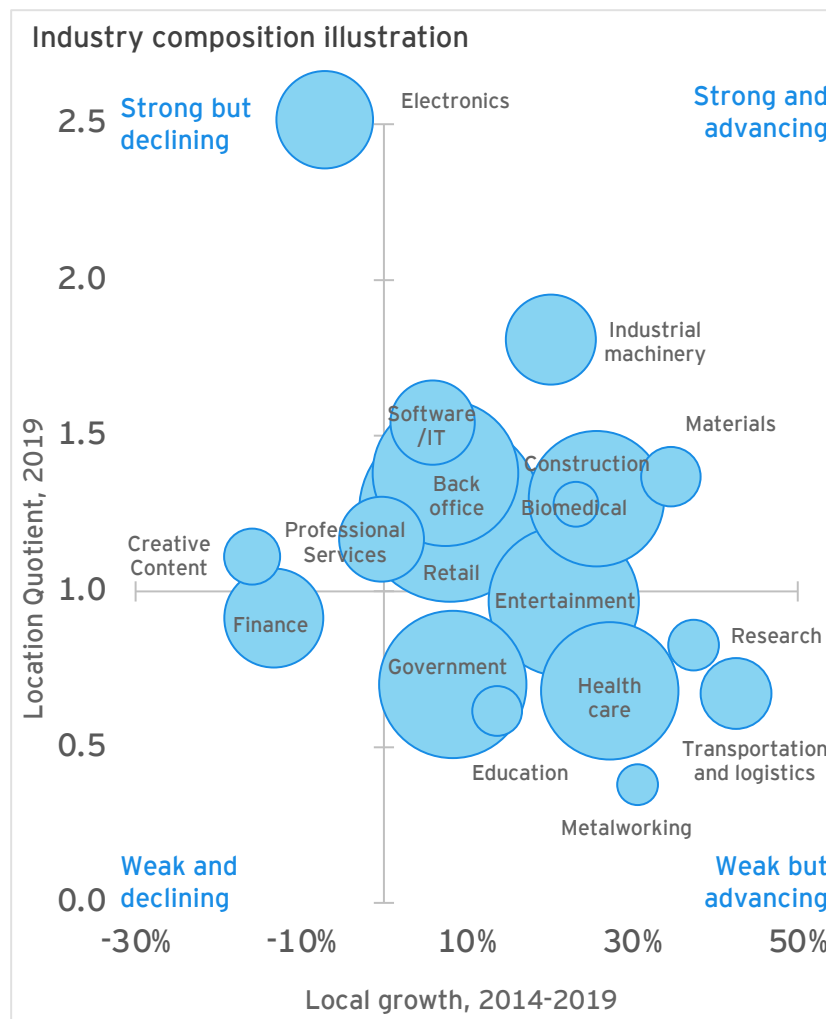
The Industry & Occupation Composition Analysis will identify the existing and emerging drivers of employment growth within Mansfield. The analysis will consist of three components for both employment by industry and employment by occupation—current size, past growth, and relative concentration. The analysis will identify the total number of individuals currently employed within each of Mansfield's major industry and occupation sectors. Employment growth for each industry and occupation sector will also be calculated. The fastest growing industry and occupation sectors will be highlighted, as they will likely drive the most immediate local employment demands. The Industry & Occupation Composition Analysis will also determine the relative concentration of each industry and occupational sector within the the region.

Workplan - Phase 2 (continued)

The Industry & Occupational Composition Analysis will conclude with an examination of net commuter inflows and outflows by major employment sector for both Mansfield and its labor shed. The inflow/outflow analysis will identify those industries for which each geography is a net importer of labor as well as those industries in which each geography may be exporting labor to surrounding areas.

2.3 Regional Industry & Occupation Specialization Analysis

While the the Industry & Occupation Composition Analysis will provide a nuanced understanding of the concentration of employment relative to the national average, Mansfield more immediately competes for talent and investment within the Dallas-Fort Worth metroplex. The regional Industry & Occupation Specialization Analysis will identify industries and occupations that are especially pronounced in Mansfield compared to the broader region. These industries and occupations will highlight the city's existing competitive advantages. Conversely, under-represented industries and occupations may suggest areas in which the community will have to increase its attractiveness to prospective workers and businesses if it is to successfully pursue less established sectors.



Workplan - Phase 2 (continued)

2.4 Occupational Profiles (Includes Five Profiles)

We will work with representatives from Mansfield to identify the five occupational sectors most relevant to the community's continued prosperity. Potential Occupational Profiles may include Manufacturing, Business & Professional Services, Distribution & Warehousing and other industry sectors. Each Occupational Profile will provide information on the leading occupations within the sector. For example, the occupational profile for Architecture & Engineering will identify how many Mechanical Engineers are employed in Mansfield and its respective labor shed. The addition of more granular occupational information will give companies a clear understanding of the available workforce by skill level across the labor shed. Each occupational profile will also include data on the median and entry-level wages (including comparisons to US figures) for Mansfield and its labor shed.

Schedule and budget

This project will require 4 months to complete at a cost of \$46,750 following the two phases outlined below. It also includes virtual participation in up to two board meetings to share the findings of our analysis and solicit feedback. Pricing may change depending on the depth and detail of work required upon further conversation. If COVID travel restrictions lift by the time of project initiation, and the region requires in-person visits by EY staff, additional costs will also need be factored into the pricing.

Phase	Timing	Fee
Phase 1: Labor Shed Identification	December 2020 - January 2021	\$17,500
Phase 2: Labor Shed Analysis	February 2021 - March 2021	\$29,250
TOTAL		\$46,750

EY is committed to providing the highest quality services at fees that are representative of the value we deliver to our clients. We have priced our services at a fair and competitive flat fee, which allows us to provide outstanding service as part of a long-term relationship. We want your selection of service providers to be based on qualifications, not on fees. If you believe our fees as outlined in this proposal are not competitive, we would appreciate the opportunity to discuss our proposed scope and fees with you to be sure they are aligned with the work to be done.

Why EY

- ▶ **Our strong commitment to the success of Texas.** The EDAS team is based in Texas and has served numerous clients within the state, from large regional organizations to county level economic development groups. We are familiar with Texas' economic development ecosystem and economy and can hit-the-ground running.
- ▶ **Our deep knowledge of leading economic development practices.** Our team assists communities from all over the US with economic development strategies. We are familiar with leading practices from EDOs from all over the country. Additionally, EY's network of global industry experts and location advisors contribute knowledge that helps inform our strategy.
- ▶ **Our wide-ranging capabilities and skillsets.** Our team bring knowledge and skills in strategic planning, qualitative and quantitative research, economic growth and resiliency, incentive analysis, talent alignment, organizational optimization, and marketing and branding from EY's economic development advisory services practice.
- ▶ **Our in-house tools and proprietary databases.** EY has extensive economic and demographic data. We will utilize this data and other tools to build a foundation of accurate quantitative and qualitative data to assess the workforce of Mansfield, TX.
- ▶ **Our past experience** includes a winning track record with similar projects. Before joining EY, our team completed economic development strategic plans major US regions, such as Atlanta, Charlotte, Cincinnati, Columbus, Houston, Jacksonville, and Miami, as well as thriving midsize communities, like Charleston, Chattanooga, Frisco, Jonesboro, Northwest Arkansas, Pflugerville, Provo, Roanoke, Spartanburg, West Palm Beach and many others. We have also led talent alignment strategies for the Charleston SC region, Hampton Roads VA region, Piedmont Triad NC region and labor shed analyses for the Southern Carolina Regional Development Alliance, the Stillwater Chamber of Commerce and Columbus, Georgia to name a few

EY Differential

External perspective and collaborative approach



Pragmatic and implementable solutions



Insights from over 20 years and 200+ clients



Extensive tools to assess performance of community and programs



Trusted advisors committed to your success



Our team to serve you: core team



John Rees
Director of Research
Economic Development Advisory Services

+1 404 713 4035
John.Rees@ey.com

- ▶ John is a senior manager at Ernst & Young LLP and serves as director of research for the Economic Development Advisory Services practice. He provides comprehensive research services for public and private clients.
- ▶ He has extensive experience educating economic development organizations and governments about the policy implications of current and emerging economic, demographic and technological trends.
- ▶ John has contributed to the economic development research agendas for communities throughout the US and helped craft comprehensive economic development strategies that enhance regional competitiveness.



Jennifer Crews
Senior
Economic Development Advisory Services

+1 813 389 1474
Jennifer.L.Crews@ey.com

- ▶ Jennifer is a senior at Ernst & Young LLP and serves as a consultant in the Economic Development Advisory Services practice. She provides comprehensive research services and economic development strategies for community clients. Jennifer is a strategic thinker who uses data-driven insights, paired with her knowledge of economic development trends, in order to help client communities better engage with stakeholders.
- ▶ Prior to joining Ernst & Young LLP, Jennifer has previously served in the office of Texas Governor, Greg Abbott, and for the City of Hutto, where she oversaw financial incentive programs and research initiatives for the State of Texas and has contributed to the economic development research and marketing efforts, and enhanced regional competitiveness.

Our team to serve you: project advisors



Amy Holloway
*National Director,
Economic Development Advisory Services*

+1 512 917 3815
Amy.Holloway@ey.com

- ▶ Amy is a principal and national director of Economic Development Advisory Services at Ernst & Young LLP. She assists clients with economic development strategies, leadership engagement, competitive assessments and benchmarking analyses, visioning, goal setting and organizational planning. She is a national thought leader and speaker on the topic of economic development.
- ▶ Over the course of her 25-year career, Amy has served as an advisor to more than 200 communities across the Americas and Europe. Her work has established strategic plans that coalesce community leaders around a shared course of action to grow jobs, business investment and improve opportunities for all of their residents.
- ▶ Prior to joining EY, Amy was a successful entrepreneur. After a decade as a consultant at other companies, she established Avalanche Consulting in 2005, which became a prominent national economic development consultancy. In the 15 years before joining EY, Avalanche consultants worked for more than 150 communities. Its experience includes serving as the economic development strategist in regions such as Atlanta, Charleston, Charlotte, Cincinnati, Columbus, Houston, Jacksonville and Miami, as well as thriving small and mid-sized communities across the US



Tim Parrish
*Senior Manager
Economic Development Advisory Services*

+1 703 399 9560
tim.parrish@ey.com

- ▶ Tim is a senior manager at Ernst & Young LLP in the Global Location Investment, Credits & Incentives practice, a unit of EY's State & Local Tax practice. He leverages more than 7 years of experience in Federal, state, and local tax credits, economic development incentives, and site selection.
- ▶ Over the course of his career at EY, Tim has served US and global companies in the TMT, manufacturing, healthcare, financial services, professional services, and retail/consumer products industries. He works closely with professionals in our Global Incentives, Washington Council EY, and State & Local Tax practices to develop timely and relevant tax, economic development, and legislative analysis and insights for his clients.
- ▶ In the last two years, he has focused heavily on inbound investment into the US, including leading US investment seminars in Japan with the US Consulate, and advising companies from Asia and Europe on various US investment considerations such as tax, trade, labor, and incentives.

Our services

Economic development strategy

EDAS facilitates comprehensive economic development plans for communities seeking healthier economies and greater opportunities for their residents. Our planning processes include: stakeholder engagement, competitive assessments, benchmarking, target audience identification, tactical action plans and metrics for monitoring progress.

Competitive assessments and benchmarking

We evaluate a community's economic and demographic position across dozens of metrics to identify the strengths and weaknesses that will be integral to the strategic planning process. We also benchmark these metrics against peer communities, state and US averages to help client communities better understand their position in the current market.

Economic development strategy

Leveraging insights from competitive assessments, benchmarking and stakeholder meetings, EDAS works with clients to determine key objectives. We facilitate discussions with stakeholders to develop a collaborative, comprehensive economic development strategy to achieve these goals.

The strategy includes a vision, goals, and tactics to help the community align their efforts to achieve greater prosperity. We also create an action plan to guide implementation, with recommended timing, responsibilities, and metrics. Our team is available to provide annual progress reports and help adapt the strategy as market dynamics change over time.

Workforce studies

EDAS recognizes the close relationship between a region's economic development and the quality of its talent pool. Our labor shed analyses and talent alignment plans provide clients with a deep understanding of their workforce dynamics and action plans for creating a pipeline of talent to fuel economic growth. Through our research, we help employers and educators make decisions together, on a shared platform of data. We provide communities with tactical approaches to addressing workforce needs and the trust to do so collaboratively.

Our services

Target Industry Analysis

Understanding which industries are best aligned with a community's strengths and values is critical in establishing an effective economic development agenda. Our target industry analysis combines quantitative data on local, national, and international industry performance with local insights from economic development partners and other regional stakeholders to identify those industries for which our clients are competitively positioned to nurture and recruit.

Performance metrics and monitoring

After the strategy has been deployed, EDAS helps clients measure its success on newly created programs. This important step helps our clients prepare for future opportunities and modify the strategy as changes occur in the market.

Economic development funding and compliance

Accessing funds to implement an economic development strategy is often necessary for a successful deployment. EDAS helps clients identify and obtain funding to: support the organization's day-to-day activities; offset public costs associated with a new project; or establish a specially designated area to leverage tax increment financing, Community Reinvestment Act funding or one of the many other available funding sources.

Implementation support

Helping clients deploy and execute on the new strategy is a key part of the EY holistic approach. EDAS helps clients establish comprehensive execution plans, identify and work with stakeholders who will take ownership of elements of the deployment, and create metrics to measure the success of the strategy.

Our services

Organizational plans

Having a strong structure for economic development is essential to achieving results. EDAS works with communities to evaluate their models for economic development and offers recommendations for improving efficiencies and effectiveness. Our focus ranges from setting up volunteer platforms for strategy execution to restructuring economic development organizations.

Marketing & branding plans

Communicating with internal and external stakeholders is crucial for today's economic development organizations. EDAS can craft marketing and branding plans that will help your community stand out, appeal to target sector audiences, earn recognition and favor in the community, and create a brand that speaks to your community's authentic personality.

Custom-designed research and other services

EY has a full spectrum of analytics, government, talent, higher education and public-policy-related advisory services that allow us to custom-design approaches tailored to your community's specific needs.

Incentives analysis and planning

Incentives often play a crucial role in the attraction and retention of businesses at the state and local level. Relying on our breadth of experience in the credits and incentives space, EY works with our clients to evaluate their community's current incentives portfolio for multiple sectors and to determine how these incentives compare with those offered by peer communities. We also help clients with analyzing potential changes to their current incentives, identifying opportunities for cost reduction and the estimated value of incentives packages for various projects.

October 19, 2020

Mansfield Economic Development Corporation
301 South Main
Mansfield, TX 76063
Attention: Richard Nevins, Director

Dear Richard:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for Mansfield Economic Development Corporation (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of one years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to John Rees at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from
inserting the EY signature when the PDF is created.

AGREED:

Mansfield Economic Development Corporation, on behalf of itself and its affiliates

By: DRAFT - DO NOT SIGN
Richard Nevins, Director of Economic Development

Date: _____

DRAFT

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“**AICPA**”).
2. We are a member of the global network of Ernst & Young firms (“**EY Firms**”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“**Client Information**”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.

9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“**Reports**”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
 - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
 - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
 - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
 - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“**Tax Advice**”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.

14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.

18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.

19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“**EY Persons**”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other

EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“**Materials**”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).

22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement,

(b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the recipient at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations.

24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including,

where applicable, the EU-U.S. Privacy Shield Framework and the Swiss-US Privacy Shield Framework, each administered by the U.S. Department of Commerce and to which EY has self-certified (collectively, the "Privacy Shield Framework"). Further information (including disclosures required by the Privacy Shield Framework) is set out at www.ey.com/us/privacyshield. We will require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by the Privacy Shield Framework and other legal and regulatory requirements applicable to us. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of

our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.

30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publically without the other's prior written consent, although we may publically identify you as a client in connection with specific Services or generally.
46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

Appendix 1

Dispute resolution procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators.

No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Statement of Work

This Statement of Work, which is effective as of December 01, 2020 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY” (previously “E&Y”)) and, if applicable, the other parties listed in Appendix A, named herein (“you” or “Client”), pursuant to the Agreement, dated December 01, 2020 (the “Agreement”), between EY and .

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of Services

EY will provide the following Services to you (the “Services”).

Identifying and analyzing a community’s labor shed—including both its geographic boundaries and worker composition—can help local economic development officials understand their competitive workforce advantages. Communities with labor shed rich in production talent, for example, may be well positioned to attract additional manufacturers to their community. Conversely, a lack of computer programmers within a labor shed may help explain the absence of more software firms within a community.

The proposed Labor Shed and Identification Analysis involves the identification of Mansfield’s labor shed, which is the area from which local employers draw workers. We will begin with a thorough review of previously completed studies, marketing materials, news stories, and other background information. Next, a custom labor shed will be determined for Mansfield, Texas. Once this labor shed has been identified, we will examine the economic, demographic, occupational, and industrial characteristics of the area.

Your Obligations

We will ask you to identify participants for all workshops, focus groups, and interviews. You will be responsible for all invitations and meeting logistics. You will lead communications regarding the economic development strategy with the larger community (e.g., you will interact with local media or share information at community events).

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Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this SOW.

Notwithstanding Sections 11 to 14 of the General Terms and Conditions of the Agreement, EY understands Client may disclose the Report(s) produced under this engagement publicly.

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, and your representation, as of the date hereof, under paragraph 26 thereof.

You will not, and you will not permit others to, quote or refer to any Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this SOW.

Scope Specific Provisions

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. We will not conduct a review to detect fraud or illegal acts.

To facilitate performance of the Services, we may use certain software and tools that allow us to collaborate with you electronically, including *EY Interact* (collectively, "Collaboration Tools"). You shall not, and shall not permit third parties to, copy or modify any Collaboration Tools, or decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Collaboration Tools. Collaboration Tools are provided "as is," and none of EY or any other party involved in the creation, production or delivery of any Collaboration Tool makes any warranties, express or implied, with respect to any Collaboration Tool, or any warranty that the operation of any Collaboration Tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software. Notwithstanding the foregoing, EY will use commercially reasonable efforts to assist you in resolving system compatibility issues between your systems and the Collaboration Tools in the event such issues arise.

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Your use of Collaboration Tools (or use on your behalf) is not to be used to conduct ongoing management activities and is not a substitute for any documentation or system of records you must create or maintain pursuant to law, including Internal Revenue Code Section 6001. You are responsible for maintaining a copy of any document or information that you input into any Collaboration Tool and for maintaining copies for your use. Collaboration tools may not be used for activities not related to EY. EY may remove documents from your view without notification.

As part of this engagement, we may use *EY Interact* (EYI). EYI is a collaboration tool designed to facilitate the collection and distribution of information for the purpose of providing the Services. A description of how EY and you will share and store information in this tool in connection with this engagement is provided in the attached document titled “Use of *EY Interact* (EYI) for this engagement.” All libraries (as described in the attached EYI document) will be established and used in accordance with relevant local law requirements.

We may subcontract a portion of the Services to one or more EY Firms and to subcontractors, including retired EY tax partners, working under our direction who may communicate directly with you. EY, however, will remain solely responsible to Client for the performance of the Services. If EY has prepared or reviewed (or will prepare or review) Client’s U.S. income tax returns, Client authorizes the EY Firms, including those located outside the United States, and our subcontractors to disclose information received or generated in connection with the preparation of any such U.S. income tax returns of the Client to and among each other for the purpose of rendering the Services and discussing and providing other services to you. You have the ability to request a more limited disclosure of tax return information than that described above. If, at any time, you would like us to narrow the scope of the information to be disclosed, please contact us in writing and we will limit any disclosures that have not yet occurred. You acknowledge that this consent will be valid for three years from the date this SOW is signed by you below.

EY, the other EY Firms and our respective service providers may Process Client Information obtained in connection with Services performed for you, for benchmarking, research, thought leadership and related purposes, and to enhance the services we provide to you and other clients, provided that we do not identify you or any individuals related to you, or otherwise make reference to you, in connection with these matters. In all such matters, we will comply with applicable law and professional obligations.

Other

EY will not be responsible for any management decisions or management oversight, managing employees, or managing vendors under any services performed pursuant to the Agreement.

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EY will not provide recommendations or advice to a government entity with respect to:

- Its audit, compliance, refund, enforcement, or collection strategies;
- Any matters related to a specific taxpayer or any targeted groups of taxpayers;
- Its tax statutes, tax policies, or tax guidelines (as opposed to operational guidelines); or
- Any matters related to individual personnel staffing decisions and/or employee evaluations.

Any factual representations made in Client-provided descriptions and data are the responsibility of Client. EY, in the process of this engagement, is not attesting to the appropriateness or validity of any management representation, concerning business strategy, community and economic impact, appropriateness of capitalization strategy or management capacity and experience. To the extent that attestation or agreed-upon procedures, in accordance with relevant professional standards, are required, such attestation or agreed-upon procedures are outside the scope of this statement of work.

EY is not a law firm and is not engaged in the practice of law or providing legal services in the United States. As such, Client will need to rely upon its legal counsel, for legal services, including the legal review, interpretation and advice regarding choice of legal entities, agreements with third-parties or other legal documents related to the Services.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential partner or any other party (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

Our services do not involve advice to Client regarding: (i) the investment of funds that are the proceeds of state/local government securities for purposes of realizing a return on the investment, or (ii) the issuance of state/local securities (either to the government entity issuing the security or to an Obligor acting as a private borrower in a conduit issuance of government securities), or (iii) state/local derivative (a swap where the government entity is a counterparty), or (iv) guaranteed investment contracts, or (v) state/local escrow investments.

In addition to the scope limitations specified herein, EY reserves the right to limit the scope of any of our services or deliverables as we deem necessary in order to comply with any applicable legal or professional standard or limitation. EY will communicate any potential scope limitations or conflicts with Client in a timely manner.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally.

You shall pay us a fee of \$ 46,750 for the Services.

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You shall pay us the following fee per Phase for the Services:

Phase	Estimated Fees
Phase 1	\$17,500
Phase 2	\$29,250
Total	\$46,750

You shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by you. In addition, a charge will be added to our fees reflecting an estimated technology cost incurred equal to 3% of the professional fees for this engagement.

Invoices for the work performed will be sent and payable as follows:

	Invoice Date	Payment Due	Amount
First progress bill	January 1, 2020	February 1, 2021	15,000
Second progress bill	February, 2021	March 1, 2021	15,000
Final bill	March 1, 2021	April 1, 2021	16,750
Total Fees	\$46,750		

Contacts

You have identified as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be John Rees.

You confirm that you are authorized to bind all parties named herein to the terms of this SOW.

Thank you again for your selection of our firm.

EYLLPUSTAX001/ADVISORY/SOW/021020

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DRAFT-Review Only. Do not sign.

Do not delete/remove this image file. Removing will prevent CCS from
inserting the EY signature when the PDF is created.

AGREED:

Mansfield Economic Development Corporation, on behalf of itself and its affiliates

By: DRAFT - DO NOT SIGN
Richard Nevins, Director

Date: _____

DRAFT

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CITY OF MANSFIELD

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

STAFF REPORT

File Number: 20-3839

Agenda Date: 11/10/2020

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Agenda Number:

Title

Election of MEDC Board Officers

Requested Action

Elect MEDC Board Officers

Recommendation

Elect MEDC Board Officers

Description/History

Current board positions are listed below. Please review and bring your recommendations to the November 10, 2020 meeting for election of officers.

Current Board Members and Positions:

- Larry Klos, President
- Brian Fuller, Vice President
- David Godin, Secretary
- Selim Fiagome
- Nicole Zaitoon
- William Vivoni
- Timothy Schipper

Justification

N/A

Funding Source

N/A

Prepared By

Richard Nevins, Director, 817-728-3652