

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF HAYS §

i) This Agreement (hereinafter “AGREEMENT”) is made by between the City of Kyle (hereinafter “City”), a Texas municipality organized under its home rule charter, and **Catalyst Commercial, Inc.**, (hereinafter "**Consultant**") a Texas corporation, acting by and through its authorized representatives:

RECITALS:

ii) **WHEREAS**, the City desires to have the **Consultant** provide services related to retail recruitment for the City of Kyle, Texas (“Services”); and

iii) **WHEREAS**, **Consultant** has the knowledge, ability and expertise to provide such SERVICES needed by the City; and

iv) **WHEREAS**, the City desires to engage the services of **Consultant** as an independent contractor and not as an employee, to provide the Services under the terms and conditions provided in this Agreement;

v) **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:

A. TERM / TERMINATION

1. The term of this Agreement shall begin on November _____, 2016. This Agreement shall continue until September 30, 2017, unless sooner terminated as provided herein. This Agreement may be automatically extended, upon election of the City on an annual basis, if so elected.

2. This Agreement may be terminated prior to the end of the term by either party, for any reason or for no reason, at any time upon thirty (30) days written notice by registered or certified mail, return receipt requested, addressed to the other party at the addresses listed below; provided, that in any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

B. SCOPE OF SERVICES / RESPONSIBILITY OF THE PARTIES

Consultant’s Responsibilities and Authority.

vi) PROJECT: The Project is described as follows:

vii) Recruitment

- viii) Within ten (10) days upon acceptance of this Agreement, or extension thereof, Consultant will coordinate a kick-off phone call with the City to discuss the City's preferred/priority retailers and Consultant's strategy for attracting these priority/preferred retailers to Kyle. During the kick-off call, Consultant will also discuss strategy and recruitment approach to implement the retail strategy;
- ix) Prior to January 31, 2017, Consultant shall create an analog for each retailer to show the retailers regional profile compared to the retail profile of Kyle. Copies of analog shall be provided to City prior to distributing.
- x) Prior to January 31, 2017, Consultant and City shall work together to identify the top 10 retail locations for potential target locations for national and chain retail stores and shall maintain an inventory including available leasable area, minimum frontage, parking requirements, traffic and access, demographic characteristics, and existing co-tenants;
- xi) Prior to March 31, 2017, Consultant shall assess major retail properties and retail space "readiness" to attract retailers; and participate with City on a call with top 10 major retail developments where Consultant will make recommendations to the City which can be available to property owners on changes necessary in retail spaces to maximize retail opportunities.
- xii) Consultant shall assist the City staff with retail contacts and negotiations and assist with facilitating a minimum of 1-2 conference calls per quarter with approved retailers and property owners/retail prospects.
- viii) Consultant shall maintain a list of top developers, brokerage and leasing contacts in the Austin region that are active.
- ix) Consultant shall work with City to identify priority projects for calls or meetings with developers, and or brokers that represent priority retailers that may be suitable for such priority projects within City, and Consultant shall assist in coordinating calls or meetings with the City for strategic retail recruitment efforts; these meetings will count toward Consultant's coordination efforts per quarter as mentioned above.
- x) Consultant shall assist the City in scheduling ICSC meetings at Texas ICSC 2016 event and ReCon in Vegas in May 2017.
- xi) Consultant shall assist the City in coordinating the "Franchisee Event" to be held prior to March 31, 2017.
- xiii) Reporting: During the term of this Agreement, Consultant shall coordinate Monthly conference calls to update the City of results and statistics of Consultant's efforts in Kyle and provide brief monthly written reports to the City detailing the status of Consultant's delivery of the Services, including opportunity activity report/spread sheet and communication log. Every third conference call Consultant and City shall reassess strategy and update strategy, as needed.
- xiv) Subconsultant and Third Party Vendors: Consultant may enlist the efforts of Consultant's associates, and all Consultant's associates shall devote an amount of time and effort on Client's behalf as Consultant, in Consultant's sole discretion,

determines necessary to carry out the duties described in this Agreement. Consultant and Consultant's employees, agents, affiliates, and associates are entitled to engage in other business activities including, but not limited to, representing other principals, listing properties for sale or lease, and presenting the same properties to other prospects.

xv) Successors and Assigns: The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

xvi) Renewal. This Agreement shall be renewed automatically on its anniversary date, unless terminated earlier by either party.

xvii) Fee Schedule: Consultant shall complete the Services based upon the fee schedule below:

1. ICSC Texas 2016	\$1,500
2. ICSC Recon 2017	\$2,500
3. Recruitment 12 months at \$1,6667/M	<u>\$20,000</u>
Total for SERVICES	\$24,000

xviii) Billing: City shall pay Consultant fees as set forth in the Fee Schedule above, plus reimbursable expenses, including, but not limited to actual costs relating to any, travel, lodging, reprographics, facilities rental, workshop supplies, and plotting to perform such Services. Consultant shall invoice City on a monthly basis pursuant to a percentage completion of the tasks along with reimbursable expenses incurred to date. All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. Any additional services undertaken by Consultant and authorized by City shall be compensated at the following rates:

\$300.00 per hour for principal
\$250.00 per hour for senior consultants
\$175.00 per hour associates
\$105.00 per hour for professional support staff

xix) Amendment: This Agreement may not be altered, modified or amended, except by instrument in writing, signed by both parties by authorized representatives.

xx) Binding Nature: This Agreement shall be binding upon and inure to the undersigned parties and their prospective successors and permitted assigns.

xxi) Applicable Law: This Agreement shall be constructed in accordance with the laws of

the State of Texas and venue for any matters shall be in Hays County, Texas.

xxii) Independent Contractor: The Vendor and City mutually agree the Vendor's exercise of the authority granted by the City in this Agreement constitutes Contractor as an independent contractor and not an agent of the City.

xxiii) Closure: By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

City:

CITY OF KYLE

Consultant:

CATALYST COMMERCIAL, INC

a Texas Corporation

By: _____

By: _____

Date: _____

Date: _____

CATALYST COMMERCIAL
4245 N Central Expy., Ste. 265
Dallas, Texas 75205