

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

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:

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

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

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;

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 January 1st, 2018. This Agreement shall continue until December 31, 2018, 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.

PROJECT: The Project is described as follows:

Recruitment:

- i) Catalyst will prepare brief creative marketing summary of Top 10 development sites for national and chain retail stores and shall maintain an inventory including available leasable area, dimensions on vacant lease space, parking ratios, available traffic data and accessibility, demographic summary, and schedule of major existing co-tenants, or other pertinent information relative to each property. Deliverable: 2018 Property Book
- ii) Catalyst will coordinate with KEDC to conduct an assessment of the top five (5) undeveloped properties that are planned or proposed for future retail. The assessment will include outlining city goals with City Manager and KEDC, a brief interview of the broker representative or landowner to understand ownership goals, timing and public infrastructure needs, and review to identify other opportunities to position the property to have greater retail “readiness” and development ready. Deliverable: Sustainable memo for each property.
- iii) Catalyst will refine the current recruitment prospect list to the top 20 prospects and develop a merchandising strategy that identifies and prioritizes the likely sites for each prospect. Catalyst shall continue to recruit the top 20 prospects on an on-going monthly basis to support locating in Kyle.
- iv) Consultant shall assist the City staff with retail contacts and negotiations and assist with facilitating a minimum of 1-2 face-to-face meetings per quarter with approved retailers and property owners/retail prospects.
- v) Consultant shall maintain a list of top developers, brokerage and leasing contacts in the Austin region that are active.
- vi) Consultant shall work with City to identify priority projects for face to face meeting 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 face-to-face meeting with the City for strategic retail recruitment efforts; these meetings will count toward Consultant’s 1-2 face to face meetings per quarter as mentioned above.
- viii) Consultant shall assist the City in scheduling ICSC meetings at Texas ICSC 2017 and ReCon in Vegas in May 2018 and participate in Retail Live Austin.

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.

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.

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.

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

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

1. ICSC Texas 2016	\$1,600
2. ICSC Recon 2017	\$2,600
3. Retail Live	\$1,500
3. Recruitment 12 months at \$1,450/M	<u>\$17,400</u>
Total for SERVICES	\$24,500

Billing: City shall pay Consultant fees as set forth in the Fee Schedule above, plus reimbursable expenses, including, but not limited to actual costs times 115% 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

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
8750 N Central Expressway, Suite 1020
Dallas, Texas 75231