

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Crockett, TX (hereinafter referred to as “Client”) on this the _____ day of _____, 2023, (the “Effective Date”) as follows:

WHEREAS, the Client desires to have Consultant perform those consultation services identified on Exhibit A (the “Downtown Strategies Workshop, Market Analysis, and Downtown Strategic Plan”) (a copy of the Exhibit is attached hereto and incorporated herein by reference) (the “Downtown Strategies Workshop, Market Analysis, and Downtown Strategic Plan”) shall also be referred to herein as the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this Agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. **SCOPE OF SERVICES**

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. **TERM**

The Term of this Agreement shall commence upon the Effective Date and terminate upon delivery of Downtown Strategic Plan or 6 months from the date of execution

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars. Consultant will invoice Client immediately upon execution of the Agreement. Client must remit payment within thirty (30) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

4. CLIENT RESPONSIBILITIES

(a) **Information and Access**. In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide Consultant access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and which is in Client's possession.

(b) **Scheduling of Downtown Strategies Workshop**. The Parties understand and agree that the Downtown Strategies Workshop will take place in Crockett, Texas at a time mutually agreeable to Consultant and Client.

5. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this Agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant; provided, however, the Client may utilize any of the foregoing intellectual property for its internal operations; provided, further, that Client must and will take all reasonable and necessary steps, as well as endeavor to ensure that its employees and agents also comply, with respect to the use, copying, protection and security of the Consultant's intellectual property. Notwithstanding the foregoing, all strategic

plans and other materials delivered by Consultant to Client shall belong to and remain the intellectual property of the Client.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services, including the laws of the State of Alabama.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. DEFAULT AND TERMINATION

(a) **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged default. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

(b) **Automatic Termination.** This Agreement shall automatically terminate upon the delivery of the Downtown Strategic Plan or 6 months from date of execution.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Crockett
200 N 5TH St.
Crockett, TX 75835
Phone: 936-544-5156
Email: angersteinj@crocketttexas.org
Attention: John Angerstein, City Administrator

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq. EVP | General Counsel

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. MISCELLANEOUS

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, terrorism, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Alabama.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:

CITY OF CROCKETT, TX

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

This section outlines the Services which Retail Strategies (the “Consultant”) will provide to the City of Crockett (the “Client”).

STRATEGIC VISIONING WORKSHOP/STAKEHOLDER INPUT SESSION

- Kick-off call to introduce our team and examine the current status of your Downtown
- Walking tour of the defined study area
- An electronic community input survey will be circulated to gain insight on your Downtown’s past, present, and future conditions.
- Stakeholder input session hosted and facilitated by Downtown Strategies with property owners, merchants, business owners, community leaders, and elected officials to gain feedback, and allow open dialogue.

MARKET ANALYSIS

- Identification of market trade area using mobile data analysis
- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Consumer Spending Pattern Reports
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Walkability Assessment
- Downtown Neighborhood Demographics

DOWNTOWN STRATEGIC PLAN

Downtown will be evaluated and a customized, strategic, asset-based and market driven plan will be provided with transformation strategies defined and developed considering the following:

- Connectivity & Walkability
- Landscaping & Streetscapes
- Public Art
- Historic Preservation
- Special Events & Promotions
- Wayfinding Signage
- Transportation & Parking
- Messaging & Branding
- Retail & Restaurant Recruitment
- Backfilling Vacancies
- Real Estate Analysis
- Supporting Entrepreneurs
- Incentives & Financial Tools
- Zoning & Codes
- Identifying Partnerships
- Catalyst Projects
- Community Input Survey Results