

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between North Shore Solutions, LLC. ("Contractor"), located at 194 Miller Rd, Scroggins, Tx 75480, and City of Mount Vernon, Texas ("Client"), located at: 109 North Kaufman Street, Mount Vernob, Texas 75457. Attn: Craig Lindholm with an email of: clindholm@comvtx.com

1. PROJECT. The City of Mount Vernon is seeking to better understand the opportunity for housing in context of the planning work that has been conducted on the property on the NEC of Interstate 30 and Highway 37. Primary tasks include:
  - a. Explore the capacity for additional residential housing
  - b. Understand the local and regional development patterns, with an emphasis on single family residential development
  - c. Have a data-backed justification for decision making and policies regarding various housing types

The Contractor has experience and expertise in public administration, economic development, and research and negotiations related to real estate. The Client wishes to engage the Contractor to use such experience and expertise on behalf of the Client. Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for Professional Services as set forth in the tasks in **Schedule "1"**.

2. COMPENSATION. Client shall pay Contractor \$24,600 as set forth herein and as outlined in tasks memorialized in **Schedule "1"**, plus mutually agreed upon reimbursable expenses.

Contractor shall invoice Client on the following schedule:

\$8,200 at time of contract execution  
\$8,200 at completion of 2.3 Analysis and maps of isting conditions  
\$8,200 at completion of final report

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.

3. PROFESSIONAL STANDARDS. Contractor shall be responsible to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.
4. TERMINATION. Either Client or Contractor may terminate this Agreement, for any or no reason, by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Work previously performed to include all Performance Benchmark additional compensation items listed on **Schedule "1"** as of the effective date of the termination.
5. ACCESS TO RECORDS AND WORKPRODUCT. Contractor and Client shall co-own final work products.
6. ENTIRE AGREEMENT/ MODIFICATION. This Agreement, including **Schedule "1"**, attached, is the

entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph.

7. ASSIGNMENT. Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor.

8. LEGAL EXPENSES. In the event a dispute shall arise between the parties to this [contract, lease, etc.], it is hereby agreed that the dispute shall be referred to arbitration in accordance with United States Arbitration & Mediation Rules of Arbitration. In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INSURANCE. The Contractor shall, at its own expense, prior to the commencement of the Professional Services obtain and thereafter maintain and keep in full force and effect commercial general liability coverage, including personal injury and property damage, of not less than Two Million Dollars (\$2,000,000) per occurrence. The policy shall include coverage for contractual liability, employer's liability and owners'/contractors' protective liability. At the request of the Client, the Contractor will furnish insurance certificates to the Client's reasonable satisfaction to evidence compliance with the insurance requirements of this Section 12.

13. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law ,each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

14. LIMITATION OF LIABILITY. Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

15. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, or Denton County, as may be applicable.

16. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent Consultant with respect to Client, and not an employee of Client. Consultant will be responsible for reporting and payment of all of its tax obligations related to the payments hereunder.

17. AMENDMENTS. This Agreement may be amended only by an instrument in writing and signed by

the parties hereto.

18. NOTICES. Any notices required or permitted to be given under this Agreement shall be in writing and may be given by personal service or by depositing a copy thereof in the United States mail, registered or certified, postage prepaid, to the last known address of such party.

19. COUNTERPARTS. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute one and the same instrument. Any counterpart transmitted by facsimile or electronic mail shall have the same force and effect as an original.

20. WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

North Shore Solutions, LLC

By: \_\_\_\_\_  
(Authorized signature)

Date:  
Its:

By: \_\_\_\_\_  
(Client Authorized signature)

Date: \_\_\_\_\_  
Its: \_\_\_\_\_

## Schedule "1"

North Shore Solutions, LLC. shall undertake the tasks and provide deliverables as follows:

### **PROPOSED SCOPE OF WORK**

To complete the scope of work, North Shore Solutions and Catalyst will collaborate with the City of Mount Vernon to complete a comprehensive analysis to understand the short-term and long-term needs for housing for the proposed project.

#### **Market Demand**

Using data and experience in assisting communities develop long-term regional strategies, North Shore Solutions and Catalyst will support Mount Vernon in determining the appropriate amount of residential in context with market needs and underserved product. We will explore housing needs in context with regional and local trends, existing entitlements, and market factors. To perform this analysis, North Shore Solutions and Catalyst will use the following datasets:

- Esri demographic data
- Segmentation/psychographics
- Labor and occupation data
- Transportation data
- Market information
- Building permits
- Census demographic data
- Other datasets as needed

#### **PROPOSED SCOPE**

The Mount Vernon Market Analysis outlined above will be delivered in four phases:

##### *PHASE I – DISCOVERY*

Our team will begin with a Discovery phase to further define the real estate criteria outlined in 'Our Understanding,' refine data points for analysis, confirm existing client data sources and additional data sources, as listed above. At the conclusion of this phase, we will define a project plan, outline any remaining data sets we need to purchase and create a clear framework that includes data analytics and functionality. This phase is estimated to take 2 weeks.

- 1.1 Kick-off. Consultants shall visit with city staff to outline project objectives, timing of deliverables, success factors, existing constraints, project vision, existing zoning, proposed land use, historical residential activity and other factors which might inform the housing analysis.

Deliverable: Memorandum summarizing the kick-off meeting

##### *PHASE II – EXISTING CONDITIONS*

During Phase II, we will conduct a scan of existing conditions. We estimate the Existing Conditions phase will take approximately 3 weeks.

## 2.1 Demographic Trends and Benchmarking.

Consultants shall assess local, county, and regional demographic conditions and trends including income, population, age, race, ethnicity, and housing status. These demographic trends and benchmarks will provide context for the housing assessment regarding the current and future conditions.

Deliverable: maps, tables, and analysis in existing conditions

## 2.2 Stakeholder Interviews.

Consultants shall conduct one (1) day of stakeholder interviews with realtors, developers, property owners, and city staff regarding existing and planned residential projects. Questions asked in these interviews shall be meant to discuss the city's ability to attract residents, impediments to development, competition, and affordability. City staff to provide interview list and provide space for interviews.

## 2.3 Existing and Planned Product Analysis.

Consultants shall work with staff to create an inventory of existing and planned residential product within the city. This analysis will include benchmarks such as type, building size, age, and estimated rents. This analysis will include a qualitative element discussing national and local trends and benchmark those against Mount Vernon's Primary Market Area (PMA).

Deliverable: Analysis and maps of existing conditions

### *PHASE III – DEMAND ANALYSIS*

The Market Demand phase will help ascertain annual market demand based upon market conditions and existing needs. This phase will take approximately 1 week.

Consultants shall conduct a demand analysis showing the demand for future housing by type in context of local and regional demographic and housing trends, competing projects, and affordability.

Deliverable: annual market demand over the next five years

## 3.1 SWOT Analysis.

Consultants shall identify city strengths, weaknesses, opportunities, and threats regarding existing housing stock, planned housing developments, and future developments that can accommodate corporate, families, workforce, and market needs based upon the market demand findings.

Deliverable: summary of SWOT analysis in market summary

### *PHASE IV – FINAL REPORT*

The final part of the process will include documentation, internal staff workshop to calibrate findings, and public presentation. This phase will take approximately 1 week.

#### 4.1 Market Summary

Consultants shall combine findings of all project work to present a final report to the Client. This final report will include all sections above and their associated analyses including charts, tables, maps, methods of analysis, and data sources.

Deliverable: final market summary

Total project timing is an estimated 7 weeks following the execution of our agreement.