

**MEETING OF THE BOARD OF DIRECTORS
OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**Agenda
February 14, 2023 AT 4:30p.m.
ARLINGTON CITY HALL
COUNCIL BRIEFING ROOM
3RD FLOOR
101 W. ABRAM STREET
ARLINGTON, TX 76010**

Members of the public who wish to speak on a listed agenda item for action will be asked for their comments at the appropriate time.

- I. Call to Order
- II. Consideration of Minutes
 1. January 17, 2023 Meeting
- III. Financial Report
- IV. Town North Project Update – Shops Co.
- V. Bell Helicopter Project Update
- VI. First Rate / Wealth Tech Ventures
- VII. Item For Action:
 1. Approve a resolution of the Board of Directors authorizing the Executive Director to execute a professional services contract between the Arlington Economic Development Corporation and EDSuite, LLC.
- VIII. Executive Session

Discussion of matters permitted by the following sections of V.T.C.A, Government Code, Chapter 551:

 1. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - a. Offers of Incentives to Business Prospects
 2. Section 551.072, Deliberation Regarding Real Property
 - a. Discussion regarding the possible purchase, exchange, lease, or value of real property for eligible projects of the Arlington Economic Development Corporation.
- IX. CoStar Report – Industrial

- X. Executive Director's Report
 - 1. Staffing Update – Business Intelligence and Marketing Analyst
 - 2. Industry Spotlight – Medical and Diagnostic Laboratories

- XI. Future Agenda Items

- XII. Adjourn

**MEETING OF THE BOARD OF DIRECTORS
OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**MINUTES OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
January 17, 2023**

The Board of Directors of the Arlington Economic Development Corporation convened in Regular Session on January 17, 2023, at 4:30 p.m., in Arlington City Hall, 3rd Floor, 101 W. Abram Street, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Board Members:

| | | |
|------------------|---|----------------|
| Michael Jacobson | § | President |
| Mojoy Haddad | § | Vice President |
| John Whiteley | § | Treasurer |
| Jollyn Mwisongo | § | Secretary |

Absent:

| | | |
|-----------------|---|--------------|
| Gerald Alley | § | Board Member |
| Carmenza Moreno | § | Board Member |

And

| | |
|------------------|--|
| Trey Yelverton | City Manager |
| Josh Humphreys | Senior Attorney |
| Bruce Payne | Director of Economic Development |
| Lyndsay Mitchell | Strategic Initiatives Officer |
| Alex Agnor | Public Funds Administrator |
| Marcus Young | Economic Development Specialist |
| Stuart Young | Real Estate Manager |
| Alex Fitzgerald | Economic Development Corporation Specialist |
| Renee MacQuaid | Marketing Coordinator |
| Erica Yingling | Economic Development Corporation Coordinator |

I. Call to Order

President M. Jacobson called the meeting to order at 4:35 p.m.

II. Consideration of Minutes

A. December 7, 2022 Meeting

Treasurer J. Whiteley made a motion to approve the minutes of the December 7, 2022 Board meeting. Seconded by Secretary J. Mwisongo, the motion carried with 4 ayes and 0 nays.

APPROVED

III. Financial Report

No questions or comments were stated.

IV. Executive Session

At 4:36 p.m., President M. Jacobson announced that the Board would convene in Executive Session.

Discussion of matters permitted by the following sections of V.T.C.A, Government Code, Chapter 551:

- A. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - 1. Offers of Incentives to Business Prospects

- B. Section 551.072, Deliberation Regarding Real Property
 - 1. Discussion regarding the possible purchase, exchange, lease, or value of real property for eligible projects of the Arlington Economic Development Corporation.

At 4:57 p.m., President M. Jacobson announced the Executive Session was adjourned, and the Board immediately reconvened in Open Session.

V. Items for Action

- 1. A resolution rescinding Resolution No 22-006 and authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real property located at 1311, 1403, 1404, 1406, 1412, 1414 and 1416 N. Center Street, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.

- 2. A resolution rescinding Resolution No 22-007 and authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real property located at 1409 N. Center Street, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.

- 3. A resolution rescinding Resolution No 22-008 and authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real

property located at 1413 N. Center Street, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.

4. A resolution rescinding Resolution No 22-009 and authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real property located at 1407 Center Street, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.
5. A resolution authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real property located at 1408 N. Center Street, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.
6. A resolution authorizing the Executive Director or his designee to execute a contract of sale for the acquisition of real property located at 1411 and 1413 N. Altman Drive, City of Arlington, Tarrant County, Texas relative the Center Street Gateway Project, on or after February 6, 2023.

Trey Yelverton, City Manager presented the resolutions for consideration.

Vice President M. Haddad made a motion to approve all the items one through six on the agenda. Seconded by Treasurer J. Whiteley, the motion carried with 4 ayes and 0 nays.

AEDC RESOLUTION NO. 23-001

AEDC RESOLUTION NO. 23-002

AEDC RESOLUTION NO. 23-003

AEDC RESOLUTION NO. 23-004

AEDC RESOLUTION NO. 23-005

AEDC RESOLUTION NO. 23-006

VI. Lincoln Square Development Presentation – Trademark Property Company

Jeff Johnson, EVP Development, Trademark Property Company provided information relative to Lincoln Square Development.

VII. CoStar Report – Industrial

Bruce Payne, Director of Economic Development, provided the board with the Industrial Sector Report.

VIII. Executive Director's Report

Alex Fitzgerald, EDC Specialist, provided information relative to the Business Survey.

IX. Future Agenda Items

Updates on approved projects requested.

X. Adjourn

There being no further business, the meeting was adjourned at 5:40 p.m.

COA Expenditures by Cost Center Budget - Economic Development Corporation

Period FY23 - Dec
Time Period Current Period YTD

From Budget Date 10/1/2022
To Budget Date 9/30/2023

| Cost Center | Budget Appropriation | December Expenditures | Expenditures to Date | Encumbrances | Actuals + Encumbrances | Unexpended Balance | %Exp |
|---|----------------------|-----------------------|----------------------|-----------------|------------------------|----------------------|--------------|
| CC973005 Economic Development Corporation Projects | 22,817,720.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,817,720.00 | 0.00% |
| CC973010 Economic Development Corporation Operations | 2,463,835.35 | 80,046.91 | 219,817.68 | 6,325.80 | 226,143.48 | 2,237,691.87 | 9.18% |
| 50000:Salaries and Wages | 734,901.59 | 32,644.20 | 109,932.60 | 0.00 | 109,932.60 | 624,968.99 | 14.96% |
| 55000:Benefits | 193,431.94 | 8,813.08 | 27,903.38 | 0.00 | 27,903.38 | 165,528.56 | 14.43% |
| 60000:Supplies | 120,000.00 | 146.58 | 598.59 | 686.55 | 1,285.14 | 118,714.86 | 1.07% |
| 61000:Purchase/Contract (Special Services) | 516,501.82 | 29,931.00 | 60,084.58 | 2,139.25 | 62,223.83 | 454,277.99 | 12.05% |
| 62000:Utilities | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.00% |
| 63000:Maintenance and Repair (Tenant Improvements) | 450,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 450,000.00 | 0.00% |
| 65000:Misc. Expense & Advertising/Marketing | 305,000.00 | 1,002.03 | 1,002.03 | 0.00 | 1,002.03 | 303,997.97 | 0.33% |
| 66000:Travel and Training | 118,000.00 | 7,510.02 | 19,584.12 | 3,500.00 | 23,084.12 | 94,915.88 | 19.56% |
| 67000:Interdepartmental Expense | 6,000.00 | 0.00 | 712.38 | 0.00 | 712.38 | 5,287.62 | 11.87% |

EDC Sales Tax Revenue

| | | |
|-----------------------------|---------------------|-----------------------------------|
| October 2022 | \$ 1,820,707 | Payment received in December 2022 |
| November 2022 | \$ 1,903,338 | Payment received in January 2023 |
| December 2022 | <u>\$ 2,375,934</u> | Payment received in February 2023 |
| FY 2023 EDC Revenues | \$ 6,099,978 | |

COA Expenditures by Cost Center - Economic Development Corporation

Period FY23 - Dec
 Time Period Current Period YTD
 From Budget Date 10/1/2022
 To Budget Date 9/30/2023

| Cost Center | Budget Appropriation | December Expenditures | Expenditures to Date | Encumbrances | Actuals + Encumbrances | Unexpended Balance | %Exp |
|---|----------------------|-----------------------|----------------------|-----------------|------------------------|----------------------|--------------|
| CC973005 Economic Development Corporation Projects | 22,817,720.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,817,720.00 | 0.00% |
| 61000:Purchase/Contract | 22,817,720.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,817,720.00 | 0.00% |
| SC0533 - Special Services | 22,817,720.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,817,720.00 | 0.00% |
| CC973010 Economic Development Corporation Operations | 2,463,835.35 | 80,046.91 | 219,817.68 | 6,325.80 | 226,143.48 | 2,237,691.87 | 9.18% |
| 50000:Salaries and Wages | 734,901.59 | 32,644.20 | 109,932.60 | 0.00 | 109,932.60 | 624,968.99 | 14.96% |
| SC50002 - Salaries: Operations | 734,901.59 | 32,644.20 | 109,932.60 | 0.00 | 109,932.60 | 624,968.99 | 14.96% |
| 55000:Benefits | 193,431.94 | 8,813.08 | 27,903.38 | 0.00 | 27,903.38 | 165,528.56 | 14.43% |
| SC50004 - Benefits: Longevity/Stability | 0.00 | 0.00 | 42.00 | 0.00 | 42.00 | (42.00) | 0.00% |
| SC55000 - Benefits : Worker's Comp | 1,102.35 | 48.98 | 146.94 | 0.00 | 146.94 | 955.41 | 13.33% |
| SC55001 - Benefits : Employee Retirement | 73,875.98 | 3,355.68 | 11,314.59 | 0.00 | 11,314.59 | 62,561.39 | 15.32% |
| SC55002 - Benefits : Disability Income Plan | 1,616.78 | 59.90 | 179.70 | 0.00 | 179.70 | 1,437.08 | 11.11% |
| SC55003 - Benefits : Employee Insurance | 64,018.00 | 3,034.24 | 9,102.72 | 0.00 | 9,102.72 | 54,915.28 | 14.22% |
| SC55005 - Benefits : Medicare | 10,656.07 | 476.08 | 1,602.83 | 0.00 | 1,602.83 | 9,053.24 | 15.04% |
| SC55008 - Benefits : Thrift Plan | 34,570.76 | 1,392.04 | 4,176.12 | 0.00 | 4,176.12 | 30,394.64 | 12.08% |
| SC55009 - Benefits : Car Allowance | 5,200.00 | 400.00 | 1,200.00 | 0.00 | 1,200.00 | 4,000.00 | 23.08% |
| SC55010 - Benefits : Phone Allowance | 2,392.00 | 46.16 | 138.48 | 0.00 | 138.48 | 2,253.52 | 5.79% |
| 60000:Supplies | 120,000.00 | 146.58 | 598.59 | 686.55 | 1,285.14 | 118,714.86 | 1.07% |
| SC0500 - Office Supplies less than \$5,000 | 10,000.00 | 146.58 | 598.59 | 686.55 | 1,285.14 | 8,714.86 | 12.85% |
| SC0514 - Other Supplies | 3,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,000.00 | 0.00% |
| SC0516 - Supplies/Computer Hardware | 22,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22,000.00 | 0.00% |
| SC0517 - Office Furniture less than \$5,000 | 60,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 60,000.00 | 0.00% |
| SC0521 - Cost Of Food & Beverage | 25,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 0.00% |
| 61000:Purchase/Contract (Special Services) | 516,501.82 | 29,931.00 | 60,084.58 | 2,139.25 | 62,223.83 | 454,277.99 | 12.05% |
| SC0533 - Special Services | 466,501.82 | 19,631.00 | 49,784.58 | 2,139.25 | 51,923.83 | 414,577.99 | 11.13% |
| SC0574 - Professional Services | 50,000.00 | 10,300.00 | 10,300.00 | 0.00 | 10,300.00 | 39,700.00 | 20.60% |
| 62000:Utilities | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.00% |
| SC0578 - Electric Service | 20,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.00% |
| 63000:Maintenance and Repair (Tenant Improvements) | 450,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 450,000.00 | 0.00% |
| SC0583 - Maintenance of Buildings | 450,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 450,000.00 | 0.00% |
| 65000:Misc. Expense & Advertising/Marketing | 305,000.00 | 1,002.03 | 1,002.03 | 0.00 | 1,002.03 | 303,997.97 | 0.33% |
| SC0658 - Advertising | 300,000.00 | 50.46 | 50.46 | 0.00 | 50.46 | 299,949.54 | 0.02% |
| SC0735 - Employee Reimbursement - non travel/training | 5,000.00 | 951.57 | 951.57 | 0.00 | 951.57 | 4,048.43 | 19.03% |
| 66000:Travel and Training | 118,000.00 | 7,510.02 | 19,584.12 | 3,500.00 | 23,084.12 | 94,915.88 | 19.56% |
| SC0668 - Membership | 21,000.00 | 1,525.00 | 2,575.00 | 0.00 | 2,575.00 | 18,425.00 | 12.26% |
| SC0669 - Training | 6,000.00 | 0.00 | 3,649.97 | 0.00 | 3,649.97 | 2,350.03 | 60.83% |
| SC0670 - Registration | 0.00 | 550.00 | 4,584.00 | 0.00 | 4,584.00 | (4,584.00) | 0.00% |
| SC0671 - Travel | 91,000.00 | 5,435.02 | 8,775.15 | 3,500.00 | 12,275.15 | 78,724.85 | 13.49% |
| 67000:Interdepartmental Expense | 6,000.00 | 0.00 | 712.38 | 0.00 | 712.38 | 5,287.62 | 11.87% |
| SC0633 - General Services Charges | 6,000.00 | 0.00 | 712.38 | 0.00 | 712.38 | 5,287.62 | 11.87% |

Notes:

61000 - Purchase/Contract includes Special Services, e.g., ED Strategy Implementation, ED Financial Models/Subscriptions, and Appraisals and Consulting, and Chargebacks.

63000 - Maintenance and Repair includes Tenant Improvements.

65000 - Misc. Expense includes Marketing/Promotion, Advertising, and other misc. expenses.

67000 - Interdepartmental Expense includes General Service charges (mailing/shipping) and any print jobs through Johnsons Press.

COA Revenues by Cost Center Budget - Economic Development Corporation

Period FY23 - Nov
Time Period Current Period YTD

From Budget Date 10/1/2022
To Budget Date 9/30/2023

EDC Sales Tax Revenue

| | | | |
|-----------------------------|-----------|------------------|------------------------------------|
| October 2022 | \$ | 1,820,707 | Payment received in December 2022 |
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| December 2022 | \$ | 2,375,934 | Payment received in February 2023 |
| January 2023 | | | Payment received in March 2023 |
| February 2023 | | | Payment received in April 2023 |
| March 2023 | | | Payment received in May 2023 |
| April 2023 | | | Payment received in June 2023 |
| May 2023 | | | Payment received in July 2023 |
| June 2023 | | | Payment received in August 2023 |
| July 2023 | | | Payment received in September 2023 |
| August 2023 | | | Payment received in October 2023 |
| September 2023 | | | Payment received in November 2023 |
| FY 2023 EDC Revenues | \$ | 6,099,978 | |

Staff Report



| | |
|--|--|
| Arlington Economic Development Corporation Professional Services Agreement with EDSuite | |
|--|--|

| | |
|--|---------------------------------------|
| Arlington Economic Development Corporation Meeting Date: 02-14-2023 | Document Being Considered: Resolution |
|--|---------------------------------------|

RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation (AEDC) to execute a Professional Services Agreement for assistance with website development with EDSuite, LLC.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

To advance the goals of the adopted Economic Development Strategic Plan, the AEDC Executive Director would like to secure the professional services of a website developer. Founded in 2005, EDSuite specializes in marketing cities for economic development. They were the first company to create online tools specifically for economic developers, launching over two hundred websites, serving organizations across Texas and beyond. EDSuite will provide professional services to the EDC.

These services involve the creation and support of a business attraction website including, but not limited to the following: content writing & creation, updated imagery, site selection information, incentives dashboard, major employers' tool, properties tool, news features, and updated imagery.

The initial term of the agreement will be one year, with an annual renewal for ongoing support.

FINANCIAL IMPACT

The total financial impact of this agreement is \$42,360 as a total initial investment, with an annual maintenance fee of \$5,000.

Funding is available in the AEDC account no. CC973010-65000-SC0658.

ADDITIONAL INFORMATION

| | |
|---|--|
| Attached: | Resolution and Professional Services Agreement |
| Under separate cover: | None |
| Available in the City Secretary's office: | None |
| Form 1295: | Yes |
| MWBE: | No |

STAFF CONTACTS

Broderick Green
Executive Director
Arlington Economic Development Corporation
817-459-6432
Broderick.Green@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to execute a professional services contract between the Arlington Economic Development Corporation and EDSuite, LLC.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Professional Services Contract EDSuite, LLC, of Arlington, Texas, for professional services in an amount not to exceed \$47,360. Funds are budgeted in AEDC CC973010.

II.

A substantial copy of the professional services contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2023, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Jollyn Mwisongo, Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY _____

Professional Services Contract



Arlington Economic Development Corp. Website & Marketing Contract

Vendor: **EDSuite**

Client: **Arlington Economic Development Corporation**

Contract Created November 22, 2022

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Prepared By:

Erik Halvorson, Manager Encore Multimedia, LLC d/b/a
EDSuite



Website Project Scope

Website Features

Our sites comes standard with these included features:

- Responsive Design for mobile optimization
- Unlimited pages Universal Internal Pages designed to include: quick links, video, large and small image, pull quote, image + text combo, accordions, and PDF download buttons.
- Scheduled posting
- Unlimited webforms
- Social media integrations
- Google translate
- Google Analytics integration
- Multi-level user access and role management
- Full HTML or simple editing options
- Advanced media library management
- Embed and iFrame compatible pages
- Optimized for technical SEO
- Compatible with intelligence tools such as Local Intel.
- CMS: EDSuite websites run on a highly customized configuration of the Statamic CMS. Statamic provides an incredibly simple and secure content management system built on modern programming principles and frameworks including the Laravel PHP Framework.
- Custom Designed Homepage
- Universal Internal Pages
- Calls to Action



EDSuite Tools

EDSuite tools make your job as an economic developer easier than ever. We have designed each one with you in mind, to save you time and make your content look amazing online. Here are the ones we recommend for your site specifically:

- Incentives Dashboard
- Profiles Tool
- News Tool
- Major Employers Tool
- Jobs tool
- Properties Tool
- Membership Directory
- Jobs Tool

Project Management & Initial Content Set-up

Your site project will be managed by one of EDSuite's experienced project managers who will be responsible for every aspect of the site creation and launch process.

Content Writing & Creation

The scope of this project includes up to 40 hours of writing time. If more time is needed, this will be discussed with the client before proceeding.

Photography

2 Day Photo Shoot-

- Unmatched quality photography services to accompany your site project
- Skill and experience in industrial, lifestyle, and web focused photography
- Post shoot editing for site and brand style
- Full ownership and license rights to final photos belong to the city
- **Two Full Days of Shooting**
- **Lodging + Travel additional to quote and covered by the EDC, billed directly after the shoot**

Lodging- Covered by the client and additional to the listed cost. EDSuite will arrange and the city can reimburse or the city can handle from start to finish.



EDSuite Support 365

Once your website is live the work really begins. You have full capabilities and access to maintain your website but our client relations team is here to help any time. Whether it's a simple question or full staff training, we're ready to serve you. You aren't just getting a little tech support with our team, you are getting a partnership with knowledgeable professionals that want to help you and your city succeed in any way they can.

Here are some of the things included in our Support 365:

- Access to EDSuite's experience with and knowledge of the economic development industry for your website and marketing related questions
- Quarterly security updates on the site's programming
- Resolution and repair of any errors, compatibility issues, bugs, or hacks that come up on the site during regular use
- Support for EDO staff with content placement and editing when needed
- Training time whenever needed for future hires or refresher courses with existing staff
- Online help center for basic operation steps related to your site and tools

Hosting

Through our partnership with Rackspace and Liquid Web, EDSuite provides a dedicated private cloud-based hosting environment. Together, we're able to offer a hosting package that will suit your needs.

- Daily full backup will be retained for 30 days and a monthly backup will be retained for 12 months
- 24/7 Premier server security & network monitoring
- Unlimited site storage space
- Unlimited Bandwidth



Project Timeline

Your project will be broken up into 4 specific phases as follows. While dates and timelines are subject to change, EDSuite is committed to helping you complete your project in an expedited and timely way. If additional marketing services are added, these may impact the timelines shown below.

Phase 1- Discovery

Key Milestones & Deliverables

- Discovery & Design meeting
- Develop initial site map
- Understand City of Arlington's story, culture, and goals

Phase 2- Website Design

Key Milestones & Deliverables

- Consult on or shoot photography
- Begin Content Writing
- Develop, present, and gain approval for website design, including homepage, active elements, specific features, and internal pages

Phase 3- Website Development

Key Milestones & Deliverables

- Code approved design
- Write & gather content
- Implementation of EDSuite tools

Phase 4- Content & Launch

Key Milestones & Deliverables

- Input content into beta site
- Test & optimize new site for launch
- Launch website & celebrate

Total Estimated Time: 23 Weeks

Important Note: This timeline is our map through the project. Projected completion times are heavily dependent on client responsiveness and timeliness on feedback and responsibilities.



General Terms of Contract

Accounts and Agreements: Client has requested EDSuite to perform web design, development and management services. Client agrees that the terms and conditions contained in these General Terms of Contract (this “General Contract”), the Proposal and any separate rules established by EDSuite from time to time shall govern such accounts and all activities undertaken by EDSuite to provide such services to Client.

Services: The Project Specific Proposal (the “Proposal”) may set forth the project scope, schedule, various project activities and tasks to be performed by EDSuite, deliverables, acceptance procedures and criteria, payment terms and roles and responsibilities. Each Proposal shall be subject to and deemed to incorporate the terms of this General Contract. However, to the extent that there is a conflict in the terms of this General Contract and any Proposal, the specific terms in the Proposal shall prevail.

Contract Price: The contract price for EDSuite’s services is set forth in the Proposal, and any change order therefor (the “Contract Price”). Unless a different payment schedule is indicated in the Project Specific Terms, Client shall pay 50% of the Contract Price upon execution of the Agreement and 50% upon Project Completion. THE CONTRACT PRICE DOES NOT INCLUDE TRAVEL OR LODGING IF REQUIRED TO COMPLETE THE PROJECT. In the event that the Client makes any changes to the services in the Proposal or requests additional services not in the Proposal prior to the completion of the project, such changes will be reflected on a change order sent to the Client, which Client shall pay within 30 days of receipt. Any change order shall also increase the time within which the project is to be completed at EDSuite’s sole discretion.

Term: Unless otherwise provided in the Proposal, this General Contract will commence upon execution and will remain in effect until the project is completed unless terminated in accordance with this General Contract.

Authority: Client represents and warrants to EDSuite that all necessary corporate or other action required to authorize the Client to enter into the Agreement has been taken; that the designated representative has full authority to execute the



Agreement on behalf of Client; and that the execution and performance of the Agreement does not contravene the Client's articles of incorporation, by-laws, or other organizational documents, or any agreement to which the Client is a party or by which it is bound.

Suspension of Service: EDSuite reserves the right to suspend provided services due to non-payment of charges due. Payment for the amounts in the invoices for service performed by EDSuite must be paid within 30 days of being issued to Client. EDSuite emails all invoices directly to Client to the email address provided by Client. Accounts still remaining past due after three (3) months from invoice due date will be suspended until the account is fully paid. Client is responsible for updating EDSuite if billing address or contact email is changed.

Review of Account Statements: Client must promptly review invoices and any accompanying items and notify EDSuite promptly in writing of any dispute. Client must report any such irregularity promptly, and in no event later than thirty (30) days after Client's invoice and/or documentation were received or otherwise made available to Client. Client's invoice will be deemed to be received by Client (a) if the statement is sent through the United States mail to the address provided by Client, on the date that such statement is deposited with the United State mail or, (2) if emailed to the Client, on the date the statement is sent by EDSuite to the email address provided by Client. Failure to report such irregularity within thirty (30) business days shall preclude Client from recovering any amounts from EDSuite and shall be deemed an acceptance of the statement and a waiver by Client of any dispute related thereto.

Liability: Client agrees that EDSuite's responsibility to the Client under the Agreement shall be limited to the exercise of ordinary care. EDSuite shall not be responsible under any circumstances to Client or any third party for delays or failures in performance caused by events beyond EDSuite's reasonable control including, but not limited to, delays or failures resulting directly or indirectly from strikes, riots, war, military or national emergencies, government shut down or pandemic, Acts of God, natural disasters, fire, outages of computers or equipment, or failure of transportation, communication methods, or power. EDSuite shall not be responsible for loss of site functionality, content, or complete loss resulting from, but not limited to, DDos attacks, hacking, failure to secure personal passwords, web bots, crawlers, viruses or other such incursions. Furthermore, EDSuite will not be held responsible under any circumstances for vulnerabilities in open source, custom or 3rd party purchased code within the website. Client



expressly agrees that in no event shall EDSuite be liable for lost profit or any indirect, consequential, or punitive damages in connection with the services contemplated by this Agreement.

Indemnification: EDSuite undertakes and agrees to defend, indemnify and hold harmless Client and any and all of its boards, commissions, officers, agents, representatives, employees, and elected or appointed officials from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable Attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including EDSuite's employees and agents or damage or destruction to any property of either party hereto or third persons in any manner arising by reason of or incident in the performance of this Agreement occasioned by any error, omission or negligent act on the part of EDSuite or EDSuite's officers, agents, employees or subcontractors of any tier.

Insurance: The Client and EDSuite shall maintain Cyberliability insurance with a minimum coverage limit of \$1,000,000 per claim and aggregate.

Ownership: The Client retains ownership of the general website coding, website design, the domain, the photography, and the written content within the site. Client shall, to the fullest extent permitted by law including, without limitation, the Texas Constitution, indemnify, defend and hold EDSuite and its members, managers, officers, employees, agents and representatives harmless from and against any and all losses, liabilities, charges, costs, damages, expenses (including, but not limited to, reasonable attorney's fees and cost of litigation) arising from or related to any third party infringement claims arising from or related to Client's ownership in such general website coding, website design, the domain, the photography, and the written content within the site.

However, EDSuite reserves the right to maintain possession and control of these items as collateral if an account is past due until all outstanding invoices have been paid. EDSuite retains ownership of the parts of the site considered EDtools and any custom EDSuite modules that are a part of EDSuite's customized CMS setup (the "EDSuite Tools") and Client expressly agrees that it has no right, interest or title to the EDSuite Tools. In the event of a client choosing to leave EDSuite but wishing to retain their site, the EDSuite tools must be removed, and the Client shall be responsible for purchasing their own CMS license, arranging new hosting and support, and transferring the site to its new location away from EDSuite's servers.



Agents and Third Parties: EDSuite assumes no responsibility for the accuracy or timeliness of data supplied to EDSuite, nor for any error or delay on the part of any agent or third party used by EDSuite or Client in the provision of information or the execution of any transaction. EDSuite shall not be liable for acting in accordance with instructions from Client, agents of Client, or third parties, or for refusing to act upon requests made not in accordance with this Agreement. The Client acknowledges that information concerning the Client and the service provided may be transmitted to or through and/or stored in various locations outside of EDSuite's direct control, such as Rackspace hosting facilities. The Client authorizes such transmission and/or storage as EDSuite or any institution shall reasonably consider necessary or appropriate in the provision of services.

Support Availability: EDSuite Support 365 service allows the Client to submit requests and tickets at any time. EDSuite staff monitors these tickets to determine urgency. Unless determined urgent or requested ahead of time, tickets that are not dealing with a major website issue or downtime will be handled during normal business hours, Monday-Friday 8:30am - 5:30pm.

Amendment: This agreement may be amended by EDSuite for any reason. Any changes to this agreement will not be applied to the Client unless agreed to in writing by the Client.

Termination: EDSuite may close a Client's account and/or terminate this Agreement at any time effective upon written notification to Client. Client may terminate this Agreement only upon 10 business days written notice to EDSuite without an additional termination fee charged to Client. However, if a Client chooses to terminate service, EDSuite will not refund any fees previously paid for hosting and/or annual support licenses at the time of termination. In the event of termination, the Client will be held liable for any and all unpaid fees and billing for services provided up to the date of termination, and must remit payment within 1 week of receipt of the termination notice. EDSuite maintains the right to retain control and possession of a Client's website, coding, and domain until all unpaid fees have been returned in full.

Notices: All written notices required by this Agreement to Client shall be provided to Client at the address and/or email requested at the establishment of the contract and shall be deemed given when (a) if sent through the United States mail to the address provided by Client, the date that such notice is deposited with the United



State mail or, (2) if emailed to the Client, on the date the notice is sent by EDSuite to the email address provided by Client. Client is responsible for promptly informing EDSuite if the address or email associated with their account is changed.

Complete Agreement: This General Contract and the Proposal (collectively the “Agreement”) contain the complete agreement and understanding of the parties with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements between the parties. Client further agrees that it did not rely on any statements, representations, agreements, or warranties, except as expressed herein or the Proposal.

Assignment: This Agreement may not be pledged, transferred or assigned by Client without the prior written consent of EDSuite.

Governing Law and Jurisdiction: If you are located in North America, then you are contracting with Encore Communications, LLC d/b/a EDSuite and this Agreement is governed by the laws of the State of Texas, U.S.A. without reference to conflicts of law principles. Both parties to this Agreement hereby consent to the exclusive jurisdiction and venue of the state district courts in Tarrant County, Texas or the federal district court in the Northern District of Texas for all disputes arising out of or relating to the subject matter of this Agreement.

Israel Provision: Pursuant to Chapter 2270 of the Texas Government Code, EDSuite verifies by signing this Contract that EDSuite does not boycott Israel and will not boycott Israel during the term of this Contract.

Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

BY STARTING A CONTRACT WITH OR USING ANY SERVICES PROVIDED BY EDSUITE, CLIENT ACKNOWLEDGES AND AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS AGREEMENT.



Project Specific Terms

Project Completion: EDSuite will consider this project complete once the approved design has been coded according to the functional scope, the content management system and EDSuite tools have been installed and tested and the link to the beta website has been provided to, and approved by, Client. Upon approval of the new website, the project will be considered accepted in its form, ready for content input. Once the content input is complete, EDSuite will be responsible for launching the website.

Project Terms & Conditions: Upon opening an account with EDSuite you are also agreeing to our General Terms of Contract found listed above (the “General Contract”). To the extent that the terms in this Proposal conflict with the terms in the General Contract, the terms of this Proposal shall prevail.

Term: The term of the Agreement shall be one year (the “Term”), which shall renew automatically for subsequent one -year terms until terminated by Client in accordance with this Proposal.

Termination: At any time during the year-to-year contract, the Client may choose to end the contract by paying any outstanding costs due. Notification must be given at least 10 business days prior to the date the annual billing is due if the Client intends to leave. Payment in full made must be made immediately upon notification being given. If the Agreement is ended after the start of the billing year, the Client will not be refunded for any support or tools costs which have been incurred for that year. Additionally, if the Client fails to notify EDSuite prior to the due date for the annual billing, the Client will be responsible for paying any of EDSuite’s incurred costs of service up to the actual point of termination in regards to support and hosting.

Payment Terms

50/50 Payment w/ Year-to- Year Contract: Client fees (including your first year’s annual fees) will be split into two parts. 50% will be due on the signing of the Agreement, and 50% will be due on project completion. Your year-to-year contract will begin on project completion, and Client annual costs will be due on the anniversary of project completion.



Arlington EDC Website Proposal

Website Design/Build **\$30,960**

| | |
|----------------------|----------|
| Website | \$22,960 |
| Properties | \$3,000 |
| Membership Directory | \$3,500 |
| Jobs Tool Widget | \$1,500 |

Marketing Services **\$11,400**

| | |
|---------------------------------|---------|
| Content Creation (Up to 60 hrs) | \$5,400 |
| Photography (2 days) | \$6,000 |

Data Tools -

| | |
|-----------------------------------|-----------------------------|
| Localintel Community Profile Tool | (Paid Direct To Localintel) |
|-----------------------------------|-----------------------------|

Total Initial Investment **\$42,360**

Annual Fees **\$5,000/yr**

| | |
|---------------------|------------|
| EDSuite Tools | \$1,000/yr |
| EDSuite Support 365 | \$4,000/yr |

Payment Schedule

| | Initial Investment | Annual Costs | Total Due |
|--------------------------|--------------------|--------------|-----------------|
| On Acceptance | \$21,180 | - | \$21,180 |
| On Launch- Year 1 | \$21,180 | \$5,000 | \$26,180 |
| Following Years | - | \$5,000 | \$5,000 |

Acceptance

Date: October 23, 2022

Date:



Erik Halvorson | CEO, Encore Multimedia,
LLC d/b/a EDSuite

Authorized Representative | Arlington Economic
Development