

**SMALL BUSINESS INCENTIVES PROJECT SERVICE AGREEMENT
DEL MAR COLLEGE PROCUREMENT TECHNICAL ASSISTANCE CENTER**

This Small Business Incentives Project Service Agreement ("Project Service Agreement") is entered into between the Corpus Christi Business and Job Development Corporation ("Corporation") and the City of Corpus Christi, Texas ("City").

WHEREAS, the Texas Legislature in Section 4A of Article 5190.6, Vernon's Texas Revised Civil Statutes (Development Corporation Act of 1979), now codified as Subtitle C1, Title 12, Texas Local Government Code, empowered local communities with the ability to adopt an optional local sales and use tax as a means of improving the economic health and prosperity of their citizens;

WHEREAS, on November 5, 2002, residents of the City passed Proposition 2, New and Expanded Business Enterprises, which authorized the adoption of a sales and use tax for the promotion and development of new and expanded business enterprises at the rate of one-eighth of one percent to be imposed for 15 years;

WHEREAS, the 1/8 cent sales tax authorized by passage of Proposition 2 was subsequently enacted by the City Council and filed with the State Comptroller of Texas, effective April 1, 2003, to be administered by the Corporation's Board of Directors;

WHEREAS, the Corporation exists for the purposes of encouraging and assisting entities in the creation of jobs for the citizens of Corpus Christi, Texas;

WHEREAS, the Board of Directors of the Corporation ("Board"), on September 10, 2007, amended the Corporation's Guidelines and Criteria for Granting Business Incentives;

WHEREAS, Section 501.073, Texas Local Government Code, requires the City Council to approve all programs and expenditures of the corporation;

WHEREAS, the City Council approved the Corporation's amended Guidelines and Criteria for Granting Business Incentives on September 18, 2007;

WHEREAS, Del Mar College ("Del Mar") has submitted a proposal to the Corporation for \$37,500.00 for support of its Procurement Technical Assistance Center, which assists businesses within the City by providing information on local bid opportunities with Federal, State, and local agencies;

WHEREAS, the Board has determined that it is in the best interests of the citizens of Corpus Christi, Texas, to fund the Del Mar's Procurement Technical Assistance Program; and

WHEREAS, the Corporation and Del Mar have executed a small business incentives project agreement for a Procurement Technical Assistance Program.

In consideration of the covenants, promises, and conditions stated in this Project Service Agreement, the Corporation and the City agree as follows:

1. Project Service Agreement to Implement Business Incentives Agreement. This Project Service Agreement between the City and the Corporation is executed to implement the Small Business Incentives Agreement for Del Mar's Procurement Technical Assistance Program between the Corporation and Del Mar ("Small Business Incentives Agreement").

2. Term. The term of this Project Service Agreement runs concurrently with the term of the Small Business Incentives Agreement.

3. Services to be Provided by City.

a. The City Manager, or the City Manager's designee, shall administer funding on behalf of the Corporation.

b. The City Manager, or the City Manager's designee, shall perform contract administration responsibilities outlined in the Small Business Incentives Agreement for the Corporation.

4. Appropriation of Funds. Any future payments by the City are subject to appropriation of funds by City's Council.

5. Effective Date. The effective date of this Project Service Agreement is the latest date that either party executes this Agreement.

6. Amendments or Modifications. No amendments or modifications to this Project Service Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

7. Severability.

a. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Project Service Agreement or the application of this Project Service Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Project Service Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the parties to this Project Service Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Project Service Agreement be given full force and effect for its purpose.

b. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Project Service Agreement, then the remainder of this Project Service Agreement is not

affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Project Service Agreement automatically.

8. Captions. The captions in this Project Service Agreement are for convenience only and are not a part of this Project Service Agreement. The captions do not in any way limit or amplify the terms and provisions of this Project Service Agreement.

The City of Corpus Christi

**Corpus Christi Business &
Job Development Corporation**

Ronald L. Olson
City Manager
Date: _____

Bart Braselton
President
Date: _____

Attest

Rebecca Huerta
City Secretary