

**AGREEMENT BETWEEN CORPUS CHRISTI BUSINESS AND JOB DEVELOPMENT
CORPORATION AND
CITY OF CORPUS CHRISTI FOR
MANAGEMENT OF BUSINESS AND JOB DEVELOPMENT INCENTIVE PROGRAM**

This Agreement for management of the Business and Job Development Incentive Program ("Agreement") is entered into between the Corpus Christi Business and Job Development Corporation ("Corporation") and the City of Corpus Christi ("City").

WHEREAS, the Texas Legislature in Section 501 of the Local Government Code (Development Corporation Act of 1979) 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's City Council ("City Council") and filed with the State Comptroller of Texas, effective April 1, 2003, to be administered by the Corporation's Board of Directors ("Board");

WHEREAS, a Memorandum of Understanding established a three-party relationship between the City, Corpus Christi Regional Economic Development Corporation (CCREDC) and Type A Board;

WHEREAS, the Board wishes to manage the use of the sales tax funds for business and job development in an effective manner;

WHEREAS, the City wishes to manage the sales tax funds for business and job development and has contracted with the CCREDC to provide these services in the past;

WHEREAS, the Board has determined that it is in the best interests of the residents of the City that the Corporation use business and job development funds to repay the cost of managing the business and job development projects funded by the Board, by execution of this Agreement;

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

1. Agreement to Provide Economic Development Services. This Agreement between the Corporation and the City is executed to provide the specific and measurable services for the promotion and development of new and expanded business enterprises through the Services described in **Exhibit "A"** and incorporated in this Agreement by reference. The City may continue to contract with the CCREDC for the provision of these Services to the Corporation. The funds provided under this Agreement may not be used for any expenditures not related to the provision of the Services.

2. Payments. The Parties agree that the Corporation will pay the City the annual amount budgeted for these Services in four equal payments at the start of each quarter for the provision of the Services.

For the initial term of this Agreement, the annual payment is \$125,000 paid in quarterly installments of \$31,250. For renewal years, the City will request reimbursement in the annual budget process. The budget will be approved by the Board and the City Council.

3. Effective Date. The effective date of this Agreement is the date on which the City Council grants approval for this Agreement, and it is signed by all parties.

4. Term. The term of this Agreement is for one year beginning October 1, 2018 and expiring on September 30, 2019. This Agreement will automatically renew for successive one-year terms, ending on September 30 of each year, unless terminated as provided in this Agreement.

5. Termination. The Parties may, by written agreement, terminate this Agreement at any time. In the event of such termination, the City will be entitled to reimbursement for any Services provided up to the date of termination. Prior to the expiration of the initial term or any renewal term, either party may terminate this Agreement by providing 90 days' written notice of non-renewal to the other party.

6. Amendments or Modifications. No amendments or modifications to this Agreement or to the Services may be made, nor any provision waived, unless the amendment or modification is made in writing and signed by persons duly authorized to sign agreements on behalf of all parties.

7. Notices.

a. Any required written notices shall be sent, certified mail, return receipt requested, addressed as follows:

If to Corporation:

City of Corpus Christi Business and Job Development Corporation
Attn: President
1201 Leopard Street
Corpus Christi, Texas 78401

If to City:

City of Corpus Christi
Attn: City Manager's Office
1201 Leopard Street
P.O. Box 9277
Corpus Christi, Texas 78401

c. Notice is effective upon deposit in the United States mail in the manner provided above.

8. Relationship of Parties. In performing this Agreement, the Corporation and the City shall act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

**CORPUS CHRISTI BUSINESS &
JOB DEVELOPMENT CORPORATION**

CITY OF CORPUS CHRISTI

Scott Harris
President

Samuel Keith Selman
Assistant City Manager

Date: _____

Date: _____

ATTEST:

Rebecca Huerta
City Secretary

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A

The City will provide the following specific and measurable services for the Corporation:

Service as the conduit for all primary/base employers interested in local assistance from Type A.

Preparation of a proposal for each project and include information on the company, industry, markets, and products. Each proposal will document job creation and capital investment numbers for inclusion in the proposal.

Suggest a proposed deal structure for each project.

Preparation of an economic and fiscal impact analysis of the project.

An analysis of the company's financial strength relative to industry standards.

Development of the necessary performance agreements.

Annual performance audits (compliance testing) and report of the findings to Type A .

Preparation of proposals for all small business assistance programs.

Processing of all invoices for payment

Annual budget for small business assistance programs.

Preparation of proposals for all education and job training skills development projects.

Annual budget for education and skills development projects.

City understands that Corporation funds approved for the promotion and development of new and expanded business enterprises will be used only for the following Projects and no others:

- a) **Education/Skills Development.** These funds will be used to make grants to companies and organizations to provide training, retraining and education to insure the knowledge and skills required for the jobs of the future are in place.
- b) **Business Development/Incubation.** These funds will be used to develop programs and facilities that assist small and start-up companies that have the ability to produce jobs for the future.
- c) **Jobs.** These funds will be used to assist companies in the creation of meaningful, wealth producing jobs (jobs that bring in dollars from outside the community) in Corpus Christi. Funds would be available to both existing and new companies.