

AGREEMENT FOR PROVISION OF SERVICES

WHEREAS, Hidalgo County (the “County”) is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer state and local economic development programs in order to stimulate, encourage, and develop commercial activity in the County; and

WHEREAS, pursuant to Section 381.004 of the Texas Local Government Code, the County is authorized to use public funds and employees of the County for such program, and to contract with another entity, as defined in such Section, for the administration of such an economic development program; and

WHEREAS, the County intends to continue to develop an economic development program to promote business and commercial activity within the County for the purpose of improving the economic competitiveness of the County and enhancing the development of regional industry clusters within the County and the Rio Grande Valley (the “Program”), and desires to contract with another entity to administer the Program; and

WHEREAS, the purposes for which the Rio South Texas Economic Council, a Texas nonprofit corporation (the “Council”), was created include engaging in marketing activities for the purpose of generating opportunities that will result in economic expansion and diversification in Hidalgo, Cameron, Willacy and Starr Counties and to promote a business and governmental climate that is conducive to successful economic development in such counties; and

WHEREAS, the County previously contracted with the Council for the Council to administer the Program on behalf of the County, the most recent of which contracts expired on November 30, 2014; and

WHEREAS, the County now desires to enter into a contract with the Council, whereby the Council will continue to administer the Program on behalf of the County, including the provision of the services, specified below; and

WHEREAS, the Council is agreeable to contracting with the County to continue to assist the County in promoting the development of regional industries as set forth above and providing the services set forth herein.

NOW, THEREFORE, the County and the Council do hereby covenant and agree as follows:

1. **Administration of Program; Services Provided.** The Council agrees to administer the Program during the Term (as defined below) on behalf of the County, including the provision of the following services for the promotion and development of regional industries:

- (i) Improving business conditions by promoting a business and governmental climate that is conducive to successful economic development;
- (ii) Improving education and training for the purpose of strengthening community economic development efforts;

- (iii) Marketing the region for the purpose of generating opportunities that will result in economic expansion and diversification;
- (iv) Supporting networking opportunities for sharing knowledge and experience, and the development of professional relationships throughout the County and in the Rio Grande Valley and
- (v) Such other services as are agreed between the County and Council.

Without limiting the generality of the foregoing, the County and the Council agree that the services provided hereunder to the County include assistance with website development and design, market research and studies, creation of beta tables, marketing materials and similar materials, and participation in trade shows and missions. The means and methods for providing such services shall be subject to the County's prior review and approval. The County shall be provided the opportunity to give input into all creative processes and designs, and shall have final approval of all marketing and creative endeavors and other services for the County. The Council shall abide by all applicable laws, rules, ordinances, orders and regulations in providing services hereunder. Upon its creation, all rights in and to all materials created by the Council specifically for the County hereunder in whatever form or media (collectively, the "Work"), and any derivative works thereof, shall be exclusively owned by and vested in the County as works made for hire (including, without limitation, all copyrights). All rights in the Work created specifically for the County, including all copyrights, trademarks and other intellectual property, belong exclusively to County, including the exclusive right to use, reproduce, alter, record, perform and synchronize the Work for any purpose in any media without further agreement or payment, and the exclusive right to register all copyrights anywhere in the world in the Work in County's name.

2. **Payment.** In consideration for the complete and satisfactory performance by the Council of the Council's obligations hereunder, the County shall pay the Council \$17,500.00 for the provision of services as set forth herein, which amount is the County's dues attributable to its class of membership in the Council, as such is set forth in Article 2 of the By-laws of the Council. Such amount is payable on or before December 31, 2014, and satisfies the dues requirement of the By-laws of the Council such that no additional payment shall be due from the County. The payment provided for herein shall be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.
3. **Use of Funds.** The Council shall use the funds received from the County only for the purposes set forth in this Agreement.
4. **Annual Report.** The Council agrees to, at least annually or more frequently upon request by the County, present a report to the Commissioners Court of the County of the activities and accomplishments of the Council.
5. **Representations and Warranties of Council.** The Council represents and warrants to the County, as of the date hereof, as follows:

A. **Organization.** The Council is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas.

B. **Authority.** The execution, delivery and performance by the Council of this Agreement are within the Council's powers and have been duly authorized by all necessary action of the Council.

C. **County Obligation Limited.** The Council acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Council or the provision of services hereunder, and is only obligated to make the payment specifically provided in paragraph 2 of this Agreement.

6. **Representations and Warranties of County.** To the actual knowledge of the Commissioners' Court, as of the date hereof, the County represents and warrants to the Council that the execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

7. **Information; Audit.** The Council shall, at such times and in such form as the County may request from the Council, provide information concerning the status of the performance of the Council's obligations under this Agreement. The Council agrees that the County will have the right to audit the financial and business records of the Council that relate specifically to the Program and Council's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Council shall make all records related to the Program and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

8. **Miscellaneous.**

A. **Effective Date.** This Agreement shall be effective on December 16, 2014 (the "Effective Date"), and shall continue in full force and effective until November 30, 2015 (the period from the Effective Date to such termination date, the "Term").

B. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein.

C. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth below.

D. **Waiver.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

E. **Remedies.** Upon breach of any of the covenant, representation, warranty or agreement contained in this Agreement, which breach is not cured within thirty (30)

an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

K. **Assignments.** This is an Agreement for the services of the Council. Accordingly, the Council may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the County, and any assignment by the Council in violation of the terms hereof shall be void ab initio and of no force or effect.

L. **Counterparts.** This Agreement may be executed in multiple counterparts all of which shall be considered one and the same document.

EXECUTED AS OF THIS 16th day of December, 2014.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., Clerk
(SEAL)

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

RIO SOUTH TEXAS ECONOMIC COUNCIL

Eduardo Campirano, Chairman

ATTEST:

Keith Patridge, Secretary