

FILED
AT 10:00 O'CLOCK A M
DEC 13 2018
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY [Signature] DEPUTY

**HIDALGO COUNTY SMALL TOWN
ECONOMIC DEVELOPMENT GRANT PROGRAM
AGREEMENT**

By and Between

HIDALGO COUNTY, TEXAS,

And

ASHLEY NICOLE BOUTIQUE

Effective as of November 20, 2018

incurred are for, including but not limited to, supplies, equipment, marketing, website development, signage, construction costs, labor, resources (causally connected to the submitted business plan) and/or inventory, as previously identified in the awarded business plan. See **Exhibit "B"**.

3. The Company agrees to provide monthly invoices and/or expenditure receipts, starting on December 1, 2018 and continuing on the 1st day of every month, to the Hidalgo County Judge's Office for reimbursement of purchases and/or expenses incurred for the business, and related to the awarded business plan.

4. The County will review the invoices and/or expenditures submitted by the Company to assure that the purchase and/or expense is for an eligible cost as previously identified in the awarded business plan. See **Exhibit "B"**. The Company shall cooperate with any audits, inspections, compliance and enforcement measures of the County.

5. The Company agrees to submit all invoices and/or expenditures to the County no later than one year after the date of the award.

6. Reimbursement checks will be distributed by the Hidalgo County Treasurer's Office.

7. The payment of all indebtedness and obligations incurred by Company in connection with the development, construction, maintenance, marketing, resources (not connected to the submitted business plan) and/or inventory, and operation of the business shall be solely the obligations of Company. The County shall not be obligated to pay any indebtedness or obligations of Company.

8. The County shall have no obligation to make any payments hereunder unless the Company is in full compliance with the terms of this Agreement.

9. During the Term, the County shall pay to Company the applicable reimbursement payment on or before the thirty (30) calendar days following the County's receipt of the monthly invoices and/or expenditure receipts.

10. At any time during the Term of this Agreement, if Company is not in substantial compliance with this Agreement the County may send Company notice of such non-compliance. If such non-compliance is not either cured within sixty (60) days of such notice (the "**Cure Period**") or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure begun within such Cure Period thereafter continuously and diligently pursued to completion (in either event, a "**Cure**"), then the County may, as its remedies hereunder, cease making reimbursement payments until such Cure occurs. Upon a Cure by Company, the County may opt to continue future reimbursement payments.

11. The County shall have no obligation to reimburse the Company for

and Company may not assign any rights hereunder without complying with the provisions applicable to assignment of the agreement.

18. 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.

19. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

Company: Ashley Nicole Boutique
Attn: Ashley Nicole Werbiski
5001 E. Expressway 83, Ste #456
Mercedes, TX 78570

County: Hidalgo County
100 E. Cano, Suite 210
Edinburg, Texas 78539
Attn: County Judge
Telephone: (956) 318-2600
Facsimile: (956) 318-2699

20. This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

21. In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

22. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as 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.


EXECUTED to be effective as of the Effective Date.

HIDALGO COUNTY, TEXAS

By: Ramon Garcia
Ramon Garcia
Hidalgo County Judge

ASHLEY NICOLE BOUTIQUE
By: Ashley Nicole Werbiski
Ashley Nicole Werbiski

ATTEST:
Arturo Guajardo, Jr.
Arturo Guajardo, Jr.
County Clerk



Approved by Commissioners' Court
on 10/20/15 B.S.

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.
Jennifer D. Smith
By: Jennifer D. Smith
Assistant District Attorney

**HIDALGO COUNTY SMALL TOWN ECONOMIC DEVELOPMENT
GRANT PROGRAM AGREEMENT BETWEEN HIDALGO COUNTY
AND ASHLEY NICOLE BOUTIQUE**

Hidalgo County Small Town Economic Development Grant Program

The purpose of this project is to promote business entrepreneurship within the smaller communities of Hidalgo County. This project is funded by funds allocated to Hidalgo County from Unclaimed Property Capital Credits from the Texas Comptroller of Public Accounts. In order to pursue economic development opportunities within Hidalgo County, the county has certified to the state that the purpose of these funds will be in compliance with the provisions of Section 381.004 of the Texas Local Government Code. The intent of this project is to encourage entrepreneurship, create critical jobs, advance commerce, and promote tourism to boost our local economy.

The project seeks to encourage entrepreneurially oriented residents to develop and grow new ideas and promote growth in existing and new businesses. This project will provide the participants with support and resources for the development of their business proposals. All proposals will be presented before an evaluation committee for consideration and input. Applicants will be subject to a written evaluation of a business plan and an oral presentation before the evaluation committee.

Participants will have the opportunity to compete for prize grant money to be used for the betterment or launch of their proposal. Qualifying entrants can request an amount not to exceed \$20,000 in grant funds committed to stay within the business.

Eligibility Rules

Participants. The grant opportunity is for Hidalgo County residents who currently own a business or who are seeking to establish a business and may have challenges obtaining traditional financing. The business must be within Hidalgo County either (a) within a municipality with a population of 20,000 or less OR (b) an unincorporated area within the county. Applicants are required to be active participants with management roles in the business and own significant equity.

Team Composition. Applicants may consist of a single person or a group not to exceed six (6) members.

Nature of Enterprise. The grant is for new or existing qualifying businesses with economic challenges. Challenges can be defined as having limited access to funding from traditional commercial sources and/or having access to resources due to geographic location. **A qualifying business is one that has demonstrated stability and viability by remaining in business for two (2) consecutive years.**

Prior Activity. Applicants are eligible to submit one application per cycle. Once an applicant(s) has been awarded funding, they are ineligible to apply for future funding for a period of two (2) years.

- Summaries should not exceed 10 pages of text, including the summary financial data. Detailed spreadsheets and appropriate appendices may follow the text portion of the plan but should be limited to 5 pages maximum. In total, the plan should be no longer than 15 pages.
- Financial data should include a cash flow statement, income statement, and balance sheet. Include an explanation of the offering to investors indicating how much money is required, how it will be used, and the proposed structure of the deal, i.e., stock, debentures, etc. The team is not required to reveal its desired deal, although the judges may ask questions about it. Also, delineate the possible exit strategies.
- Attachments should only be included when they support the plan. The text portion of the plan (10 pages) must contain all pertinent information in a clear and concise manner.
- Six (6) hard copies and one (1) electronic copy of the final plan will be due at the Hidalgo County Judge's office at 100 E. Cano, Edinburg, TX 78539 on or before **May 31, 2018, with no exceptions**. Five (5) copies will be distributed to the panel of judges for evaluation and the Hidalgo County Judge's Office will retain the final copy.

Phase III – Written Plan Evaluation Criteria

- Judges will use the *Business Plan Evaluation Form - Written Plan* to assess the written portion of the business plan. This section is worth a total of 60 points.
- It consists of six parts; Part I – Market Opportunity, Part II – Distinctive Competence, Part III – Management Capability, Part IV - Financial Understanding, Part V – Investment Potential and Part VI – Innovation.

Phase IV - Presentation Guidelines & Evaluation Form

- An oral presentation will be made before the evaluation committee.
- The Business Plan – Oral Presentation Evaluation Form will be used to determine the quality of the presentation and is worth a total of 40 points.
- 15 minutes will be provided to present the business plan. Applicant(s) will be allotted additional time to respond to questions.
- Please give advance notice of equipment needs.

**EXHIBIT B
BUSINESS PLAN**