

Agenda
Aransas County Alliance
Local Government Corporation
April 6, 2020

Notice is hereby given that a meeting of the Aransas County Alliance Local Government Corporation will be held on Monday, April 6, 2020 at 12:00 P.M. Due to COVID-19, the meeting will be held by video conference via the ZOOM app. **If you would like to attend, you can either:**

1. Contact Kim Foutz at least one working day prior to the meeting at www.kfoutz@aransascounty.org or 254-493-1293 and provide her your email address so that we can send you a meeting invitation; or
2. Go to: <https://us04web.zoom.us/j/107000752> to join the meeting.

The following subjects will be discussed and acted upon:

I. ROLL CALL AND CONFIRMATION OF QUORUM

II. WORKSHOP/PRESENTATIONS: n/a

III. CONSENT AGENDA: N/A

All Consent Agenda items listed are considered to be routine by the LGC and will be enacted by one motion. There will be no separate discussion of these items unless a Director so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

IV. REGULAR AGENDA

1. Discussion and Possible Action on Adoption of Bylaws
2. Discussion and Possible Action on Election of Officers – Chairman, Vice Chairman, Treasurer, and Secretary
3. Discussion and Possible Action on Designation of a Bank Depository
4. Update on Aransas County Partnership Economic Development Corporation's activities, meetings, and membership to date
5. Discussion and Possible Action Regarding a Service Agreement with the Aransas County Partnership Economic Development Corporation
6. Discussion and Possible Action on IRS Form SS4 to file for an Employer Identification Number (EIN)
7. Discussion Regarding Regional Economic Development Initiatives:
 - COVID-19 business assistance
 - Update on micro-hospital

- Update on downtown parking lot
- Update on Rockport Harbor RFP
- Texas General Land Office economic development study

V. REPORTS FROM DIRECTORS: NO ACTION WILL BE TAKEN

VI. ANNOUNCEMENTS: NO ACTION WILL BE TAKEN

VII. ADJOURNMENT

I, the undersigned, City Secretary, of the City of Rockport, Texas, do hereby certify that the Notice of the above named Aransas County Alliance Local Government Corporation meeting, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Aransas County, Texas on Monday, March 30, 2020, at 4:50 p.m. and said Notice remained so posted continuously for at least seventy-two (72) hours preceding the schedule time of said Meeting.



Teresa Valdez, City Secretary

Tel: 361-729-2213 Fax: 361-790-5966

CONSULTING SERVICES AGREEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS

COUNTY OF ARANSAS

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This Consulting Services Agreement (“Agreement”) is executed by and between the Aransas County Alliance Local Government Corporation (the “LGC”), a Texas local government corporation organized under Texas Transportation Code Chapter 431, Subchapter D, as amended, and _____, a Texas local government and sponsoring entity of the LGC (the “Sponsor”), for the purpose of promoting economic development of the Aransas County area.

Whereas, the Sponsor and LGC recognize the value of the existing job base in Aransas County, the need to grow the job base, and the need to continue to expand the tax base in order to sustain and improve the general services and quality of place for the benefit of its residents and businesses alike;

Whereas, the Sponsor and LGC recognize the value of economic development services in order to sustain and improve the County’s job base and tax base for the benefit of its residents and businesses alike;

Whereas, the LGC was recently formed pursuant to a Texas Interlocal Cooperation Agreement which received final approval on December 9, 2019, (the “Interlocal Agreement”) to promote economic development and the Interlocal Agreement provided that the sponsoring entities of the LGC separately would approve contracts with the LGC to further define their partnership to promote economic development in Aransas County;

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Section I: Services

- 1. Description of Services.** LGC agrees to provide professional services to the Sponsor in the area of economic development directly and through the Aransas County Partnership Economic Development Corporation, as a contractor. LGC will organize, coordinate, and lead the expansion of Aransas County area’s economic base through actions and programs that encourage and cause retention, expansion, and recruitment of businesses targeted by the Sponsors.

The professional services to be performed pursuant to this Agreement shall include the following:

- (a) Work diligently to achieve economic development goals established by the Sponsors from time to time, through their Strategic Plans and Economic Development Plan.

(b) Consult and collaborate with the Sponsors on the development and amendment of the Economic Development Plan as it relates to economic development strategies, goals, and objectives, including the following initial goals:

- (1) Grow sales tax revenue within the County;
- (2) Grow the net number of jobs created within the County;
- (3) Grow per capita personal income within the County;
- (4) Increase taxable real property and personal property within the County.

(c) Create and implement programs and strategies designed to promote the prosperity of; retention of; and expansion of existing industries and business enterprises.

(d). Identify potential partners, fundraise, manage, and finance projects that promote and encourage employment, workforce development, business recruitment, business retention and economic development.

(e) Assist the community to speak with one voice and act as a “one stop shop” for information relative to economic development.

(f) Implement programs and strategies designed to promote quality housing, quality of place, and quality of life.

(g) Recruit and promote the Aransas County area to prospects for new target industries and business enterprises (as defined by policy of the Sponsoring Entities), particularly those which would substantially increase employment and wages.

(h) Negotiate, subject to the approval of the governing bodies of each of the applicable Sponsors or other applicable jurisdictions, attractive, sound, and economically viable incentives (as defined by policy by the Sponsors) designed to foster the retention and expansion of existing industries and business enterprises as well as the inducement of new ones.

(i) Advise and update the Sponsor of LGC’s status and progress on a quarterly basis as provided for in Section III below.

(j) Undertake, from time to time, contingent upon both funding and resources, and at the direction of LGC’s board of directors:

- (1) Development of information and conducting research on area and regional economics, finance, education and training, housing, planning, development, and other similar areas of public concern which are deemed necessary to further its efforts; and

- (2) Assistance in the dissemination of pertinent local information by using a broad range of delivery vehicles as deemed prudent and effective; and

- (3) Development and operation of a website.
- (k) Conduct any and all other lawful activities which aid, assist; and encourage the economic prosperity and development of the County.
- (l) Prepare a comprehensive economic development strategy and present findings to the Sponsoring Entities for consideration for the purpose of updating the Economic Development Plan and developing goals, performance metrics, and policies.
- (m) Provide a current copy of all membership lists and bylaws, as requested by Sponsoring Entity representatives.
- (n) Provide technical assistance as needed to further economic development goals.
- (o) In year one of operation, diligently work on, but not limited to, the following projects:
 - (1) Work with the Texas General Land Office, if available, and or other partner resources to develop an asset inventory and associated recommendations for improvement of the community's assets and resources.
 - (2) Work with the Texas General Land office, if available, and or other partner resources, the public, and any subcommittees to develop a recommendation on targeted businesses.
 - (3) Explore development of a Workforce Development Center and pursue resources for implementation.

Section II. Records, Reports, and Funding

1. Records. LGC agrees to record the revenues received from each Sponsor for economic development services as a portion of its general revenues on its books of account. LGC agrees to record all of its revenues and expenditures in financial statements prepared in accordance with generally accepted accounting principles, which financial statements shall be made available to each Sponsor's designee upon request.

2. Performance Reports. On a quarterly basis, LGC shall furnish each of the Sponsors a performance report of its economic development services performed pursuant to this Agreement which shall reflect overall activity, meetings, contacts and other activities conducted by LGC, such reports are to include such data as may be reasonably required by the Sponsors. Any communications or contacts which are of a confidential nature shall be limited to a general description only. LGC will provide an annual report to the Sponsors on its performance measures, activities, and expenditures related to this Agreement.

3. Financial Reports. On a quarterly basis, LGC shall furnish each of the Sponsors financial statements reflecting funds received and expenditures made. Within 120 days of the end of each fiscal year, LGC shall furnish each of the Sponsors an audited, annual financial statement.

4. Compensation. The Sponsor agrees that for the economic development services performed by LGC, it shall pay to LGC the sum of \$_____.00 for the initial year covered by this Agreement and thereafter as prescribed in Section 5.2 of the Interlocal Agreement. Sponsor shall transfer these funds into the operations account of the LGC within 30 days after such account is open and available to receive deposits. Compensation in future years shall be subject to annual appropriations by the governing body of Sponsor.

4. Allowed Uses of Funding.

(a) Sponsor's funding may be used to cover expenses that LGC incurs in its normal business operations, including, but not limited to, marketing costs, office supplies, travel, payroll, insurance payments, subcontractor, consultant and independent contractor payments, rental payments, and general office expenses. Sponsor's funding may also be used to cover capital expenses which LGC incurs to acquire or upgrade capital assets, such as real estate, computers, office furniture, software and job training required or suitable for the promotion of development and expansion of business enterprises within Aransas County.

(b) Funding received by LGC under this Agreement may not be used to provide monetary grants.

(c) LGC shall never expend funds received under this Agreement for any purpose or activity not directly or indirectly related to the promotion of economic development on behalf of the Sponsors.

Section III. General Provisions

1. Agreement. This Agreement is subject to all provisions contained in the Interlocal Agreement of the Sponsoring Entities, LGC bylaws, and LGC Articles of Incorporation.

2. Term. The term of this Agreement shall commence on the date of approval by the Sponsor below, and it shall continue until December 31, 2020, subject to earlier termination by either party, and subject to renewal automatically on an annual basis thereafter.

3. Equal Opportunity Employer. LGC agrees to abide by the equal opportunity laws and regulations, it and its contractors shall:

(a) treat all applicants and employees without discrimination as to race, color, religion, sex, national origin or disability; and

(b) identify itself as an "equal opportunity employer" in all help-wanted advertising or requests.

4. Notices. All notices, requests or other communications related to this Agreement shall be made in writing and may be given by:

(a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or

(b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the parties shall, until changed as provided herein, be as follows:

Sponsor: _____

Rockport, TX _____

LGC: Aransas County Alliance Local Government Corporation
Attn: Chairman
2840 Highway 35
Rockport, Texas 78382

5. Severability. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

6. Lawful Service. The parties mutually agree that the services provided under this Agreement are lawfully authorized services which the Sponsor is purchasing from LGC.

7. Modifications and Counterparts. No amendments, modifications or other changes to this Agreement shall be valid or effective absent the written agreement of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

8. Dissolution. If LGC dissolves and discontinues business during the term of this Agreement, Sponsor shall be entitled to the refund of its proportionate share of any remaining funds in the percentages of financial support established by the Interlocal Agreement.

9. Mutual Cooperation. Sponsor and LGC agree to cooperate fully with one another and to coordinate their efforts in order to promote economic development within Aransas County. The Parties agree to keep each other fully informed of their plans, operations, and activities and whenever possible, to coordinate their efforts to promote and otherwise undertake economic development in the County.

20. Ability to Contract with Others. Nothing in this Agreement shall in any way limit either party from contracting with other persons or entities for economic development services within Aransas County.

21. Relationship of Parties. No Party to this Agreement shall have the right, power, or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representation, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

EXECUTED on the dates indicated below but effective as of the ____ day _____, 2020.

ARANSAS COUNTY ALLIANCE LOCAL GOVERNMENT CORPORATION

By: _____ Date: _____
Chairman of the Board

By: _____ Date: _____

ATTEST:

By: _____

APPROVED AS TO LEGAL FORM:

This ____ day of _____, 2020.

By: _____