

Meeting Agenda
Aransas County Alliance Local Government Corporation
July 6, 2020

Notice is hereby given that a meeting of the Aransas County Alliance Local Government Corporation will be held on Monday, July 6, 2020 at 12:00 P.M. Due to COVID-19, the meeting will be held by video conference via the ZOOM app and streamed on YouTube for viewing. If you would like to attend, please contact Kim Foutz at least 24 hours prior to the meeting at kfoutz@aransascounty.org or 254-493-1293. You will be asked to complete a public participation form, and upon receipt, provided with a meeting invitation.

The following subjects will be discussed and acted upon:

I. ROLL CALL AND CONFIRMATION OF QUORUM

II. WORKSHOP/PRESENTATIONS:

1. Update on a grant opportunity through the Department of Commerce-Economic Development Administration for a workforce development and entrepreneurship center and related projects and opportunities

III. CONSENT AGENDA:

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.

1. Discussion and possible action on the meeting minutes from the June 15, 2020 meeting.
2. Discussion and possible action on approving a banking resolution and designating account signatories

IV. REGULAR AGENDA

1. Presentation, discussion and possible action on a letter of support for an Economic Development Administration grant application for a TEAM Center (workforce development, incubator, entrepreneurship) project to be submitted by Aransas County and the Aransas County Partnership Economic Development Corporation.
2. Presentation, discussion and possible action on a Request for Proposal for professional services for the purpose of promoting economic development of the Aransas County area and in order to execute the goals, activities, and terms of the LGC Consulting Services Agreements with Sponsoring Entities.

V. REPORTS AND ANNOUNCEMENTS FROM DIRECTORS: NO ACTION WILL BE TAKEN

VI. 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, 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 Tuesday, June 30, 2020, at 4:45 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

**Meeting Minutes of the
Meeting Agenda - Amended
Aransas County Alliance Local Government Corporation
June 15, 2020**

Notice is hereby given that a meeting of the Aransas County Alliance Local Government Corporation will be held on Monday, June 15, 2020 at 12:30 P.M. Due to COVID-19, the meeting will be held by video conference via the ZOOM app and streamed on YouTube for viewing. If you would like to attend, please contact Kim Foutz at least 24 hours prior to the meeting at kfoutz@aransascounty.org or 254-493-1293. You will be asked to complete a public participation form, and upon receipt, provided with a meeting invitation.

The following subjects will be discussed and acted upon:

I. ROLL CALL AND CONFIRMATION OF QUORUM

The meeting was opened at 12:32 p.m. by Judge Burt Mills. Members in attendance were: Navigation District Chairman Malcolm Dieckow, Aransas County Judge C.H. "Burt" Mills Jr, and Town of Fulton Mayor Kelli Cole, and City of Rockport Mayor Pat Rios.

II. WORKSHOP/PRESENTATIONS:

1. Update on a grant opportunity through the Department of Commerce-Economic Development Administration for a workforce development and entrepreneurship center and related projects and opportunities
Kim Foutz opened the presentation, noting that the Economic Development Corporation had formed the Exploratory Committee as requested by the LGC. John Jackson, Chairman of the Exploratory Committee, provided details of the committee work.
2. Update on the status of Consulting Services Agreements between the Aransas County Alliance Local Government Corporation and each of the Sponsoring Entities.
Kim Foutz reported that Aransas County, City of Rockport, and Navigation District have approved the Services Agreement. The Town of Fulton is scheduled to consider the agreement on 6.15.20. The City of Rockport made a couple of changes to their agreement. The LGC will discuss the procurement process it would like to follow for procuring an economic development service provider at its next meeting.

III. CONSENT AGENDA:

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.

1. Discussion and possible action on the meeting minutes from the May 26, 2020 Special Called meeting.

A motion was made by Mayor Rios and seconded by Mayor Cole to approve the minutes. The motion passed unanimously.

IV. REGULAR AGENDA - NA

1. Presentation, discussion, and possible action on a letter of support for an Economic Development Administration grant application for a marina project to be submitted by the Aransas County Navigation District.

A motion was made by Mayor Rios and seconded by Navigation District Chairman Malcolm Dieckow to provide a letter of support. The motion passed unanimously.

V. REPORTS AND ANNOUNCEMENTS FROM DIRECTORS: NO ACTION WILL BE TAKEN

VI. ADJOURNMENT

A motion was made by Navigation District Chairman Dieckow and seconded by Mayor Rios to adjourn. The motion passed unanimously.

DRAFT

REQUEST FOR PROPOSALS

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, is requesting proposals for professional services, for the purpose of promoting economic development of the Aransas County area.

Parties interested in submitting shall submit a sealed proposal including the information required in the Request for Proposals (RFP) as follows:

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

Deadline: _____, 2020, at 3:00 p.m.

Copies of the complete RFP may be obtained from the above address. The RFP is comprised of the following components:

Instruction to Proposers
Proposal Requirements
Proposal Evaluation Standards
Form of Consulting Services Agreement (Includes Description of Services)

Proposers are required to submit their proposals in conformity with the Proposal Requirements stated by the above deadline.

INSTRUCTIONS TO PROPOSERS

1. GENERAL.

The following instructions by the LGC are intended to afford proposers an equal opportunity to participate in the LGC's contracts.

2. EXPLANATIONS.

Any explanation desired by a proposer regarding the meaning or interpretation of these Instructions or any other proposal documents must be requested in writing to the LGC with sufficient time allowed for a reply to reach proposers before the submission of their proposals. Oral explanations or instructions will not be binding. Any information given to a prospective proposer concerning a Request for Proposals will be furnished to all prospective proposers as an amendment if such information is necessary to proposers in submitting proposals or if the lack of such information would be prejudicial to uninformed proposers.

3. PROPOSALS.

Proposers are expected to examine the complete RFP and all instructions. Failure to do so will be at the proposer's risk. Proposals that are submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

4. INFORMATION REQUIRED.

- 4.1. Each proposer shall furnish the information required by the Request for Proposals. The proposer shall sign the proposal, which shall constitute the proposer's offer. Erasures or other changes must be initialed by the person signing the documents.
- 4.2. Only signed, written proposals specifically accepting responsibility for meeting the objectives and requirements specified in the Request for Proposals will be considered. The proposal must bear the signature of a person duly authorized to legally commit for the proposer. All costs of proposal preparation will be borne by the proposer.
- 4.3. The LGC does not have to pay federal excise taxes or state and local sales and use taxes, except for contracts for improvements to real property.

5. SUBMISSION OF PROPOSALS.

- 5.1. Sealed proposals should be submitted in an envelope marked on the outside with the proposer's name and address and proposal description addressed to:

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

Proposal For: Economic Development Services

- 5.2. Proposals received after the published time and date cannot be considered. Any proposals which are mislabeled or do not indicate the proposer's name or address as required above may be opened by the LGC solely for the purpose of identifying the proposer for return of the proposal.

6. MODIFICATION OR WITHDRAWAL OF PROPOSALS.

Proposals may be modified or withdrawn by written or email notice received by the LGC prior to the exact hour and date specified for receipt of proposals. A proposal also may be withdrawn in person by a proposer or an authorized representative prior to the proposal deadline; provided the proposer's identity is made known and he or she signs a receipt for the proposal.

7. OPENING PROPOSALS.

All proposals shall be opened by the LGC as soon after the proposal deadline as is reasonably practicable. Information submitted in response to the Request for Proposals shall not be released by the LGC during the proposal evaluation process or prior to contract award. Proposers are advised that the LGC may be required to release proposal information, other than trade secrets, after contract award.

8. ELIGIBILITY FOR AWARD.

- 8.1. In order for a proposer to be eligible for award of the contract, the proposal must be responsive to the Request for Proposals; and the LGC must be able to determine that the proposer is responsible to perform the contract satisfactorily.
- 8.2. Responsive proposals are those complying with all material aspects of the Request for Proposals. Proposals which do not comply with all the terms and conditions of the Request for Proposals will be rejected as non-responsive.
- 8.3. Responsible proposers at a minimum must:
 - 8.3.1 Have adequate financial resources or the ability to obtain such resources as required during the performance of the contract;
 - 8.3.2 Have necessary management and technical capability to perform;

8.3.3 Be qualified as a firm regularly engaged in the type of business to perform the contract required by this Request for Proposals;

8.3.4 Have the liability insurance coverages required under the contract.

8.4. A proposer may be requested to submit written evidence verifying that it meets the minimum criteria necessary to be determined a responsible proposer. Refusal to provide requested information shall result in the proposer being declared not responsible, and the proposal shall be rejected.

9. ACCEPTANCE.

Acceptance of a proposer's offer will be in the form of execution of the Agreement for Services included as part of the Request for Proposals.

10. RESERVATION OF RIGHTS.

The LGC expressly reserves the right to:

10.1. Reject or cancel any or all proposals;

10.2. Waive any defect, irregularity or informality in any proposal or proposal procedure;

10.3. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;

10.4. Extend the proposal due date;

10.5. Reissue a Request for Proposals;

10.6. Procure any item or services by other means;

10.7. The LGC reserves the right to retain all proposals submitted. The selection or rejection of a proposal does not affect this right; and

10.8. The LGC reserves the right to negotiate a contract with the proposer having the best evaluation as determined by the LGC. No award will be made automatically based upon the lowest price or based solely on the proposal submitted. The LGC additionally reserved the right to suspend negotiations with the first proposer should it not progress in a manner satisfactory to the LGC and commence negotiations with the next best rated proposer.

PROPOSAL REQUIREMENTS

1. General

Firms shall submit an original and one electronic copy (PDF format on a flash drive) of their proposal, which must be concise and straightforward.

All proposals must be submitted before the deadline in the solicitation and addressed with the information as noted in the Instructions to Proposers.

2. Proposal Elements

2.1 Cover Letter

Include appropriate introductory and contact information including the name of the firm's principle liaison.

2.2 Ability and approach

State in precise terms the firm's understanding of the Description of Services presented by the RFP. Provide a concise narrative description of the proposed effort and the services that will be provided, including project organization and familiarity with the region.

2.3 Personnel

Identify and provide resumes of those persons who will be handling this contract.

2.4 Added Value to Be Provided

Describe what added value will be provided by the firm in order to accomplish the objectives of the Description of Services stated in the Agreement, including additional fund-raising, memberships or other benefits.

PROPOSAL EVALUATION CRITERIA

1. Evaluation factors with their weights are as follows:

Ability and Approach	40%
Personnel	20%
Added Value	40%

2. The LGC will evaluate the proposals on all factors above in determining its award to the successful proposer. The decision of the LGC as to all such matters shall be final.

- (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) Implement programs and strategies designed to promote quality housing, quality of place, and quality of life.
- (f) Recruit and promote the Aransas County area to prospects for new target industries and business enterprises (as defined by policies of the LGC and its sponsoring entities), particularly those which would substantially increase employment and wages.
- (g) Negotiate, subject to the approval of the governing bodies of each of the applicable sponsoring entities or other applicable jurisdictions, attractive, sound, and economically viable incentives (as defined by policy by the LGC and its sponsoring entities) designed to foster the retention and expansion of existing industries and business enterprises as well as the inducement of new ones.
- (h) Advise and update the LGC of Contractor's status and progress on a quarterly basis as provided for in Section II below.
- (i) Undertake, from time to time, contingent upon both funding and resources, and at the direction of Contractor'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.
- (j) Conduct any and all other lawful activities which aid, assist; and encourage the economic prosperity and development of the County.

(k) Prepare a comprehensive economic development strategy and present findings to the LGC and its sponsoring entities for consideration for the purpose of updating the Economic Development Plan and developing goals, performance metrics, and policies.

(l) Provide a current copy of all membership lists and bylaws, as requested by the LGC and its sponsoring entities.

(m) Provide technical assistance as needed to further economic development goals.

(n) In year one of operation, diligently work on, but not limited to, the following projects:

(1) To establish a “one stop shop” where outside businesses can come for information compiled of all requirements for doing business in this area;

(2) To develop strategies that attract those segments of the workforce that left because of Hurricane Harvey;

(3) 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;

(4) 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; and

(5) Explore development of a Workforce Development Center and pursue resources for implementation.

Section II. Records, Reports, and Funding

1. Records. Contractor agrees to record the revenues received from the LGC for economic development services as a portion of its general revenues on its books of account. Contractor 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 the LGC and any of its sponsoring entities upon request.

2. Performance Reports. On a quarterly basis, Contractor shall furnish each of the LGC and its sponsoring entities 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 Contractor, such reports are to include such data as may be reasonably required by the LGC and its sponsoring entities. Any communications or contacts which are of a confidential nature shall be limited to a general description only. Contractor will provide an annual report to the LGC and its sponsoring entities on its performance measures, activities, and expenditures related to this Agreement.

3. Financial Reports. On a quarterly basis, Contractor shall furnish to the LGC and its sponsoring entities financial statements reflecting funds received and expenditures made. Within 120 days of

the end of each fiscal year, Contractor shall furnish to the LGC and its sponsoring entities a reviewed annual financial statement.

4. Compensation. The LGC agrees that for the economic development services performed by Contractor, it shall pay to Contractor the sum of not less than \$36,000.00 for the initial term covered by this Agreement and such other amounts that it may receive from time to time as donations that may be used for this purpose. Thereafter, the LGC shall pay to Contractor such amounts received from its sponsoring entities as provided in Section 5.2 of the Interlocal Agreement of its sponsoring entities, and such other amounts that it may receive from time to time as donations that may be used for this purpose. The LGC shall transfer these funds into the operations account of the Contractor within 30 days after receipt during each year of this Agreement. Compensation in future years shall be subject to annual appropriations by the governing body of the LGC.

5. Allowed Uses of Funding.

(a) The LGC’s funding may be used to cover expenses that Contractor 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. The LGC’s funding also may be used to cover capital expenses which Contractor 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 Contractor under this Agreement may not be used to provide monetary grants.

(c) Contractor 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 LGC.

Section III. General Provisions

1. Agreement. This Agreement is subject to all provisions contained in the Interlocal Agreement of the LGC and its sponsoring entities, the LGC’s bylaws, and the LGC’s Articles of Incorporation.

2. Term. The term of this Agreement shall commence on the date of approval by the LGC 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. Insurance. The Contractor agrees to maintain the insurance coverages with the following minimum limits throughout the term of this Agreement:

Commercial General Liability (Per Occurrence)	\$1,000,000
Commercial General Liability (Aggregate)	\$2,000,000

The LGC shall be named as an additional insured on all such coverages.

4. Equal Opportunity Employer. Contractor 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.

5. 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:

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

Contractor: _____

 Rockport, Texas _____

6. 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.

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

8. 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.

9. Dissolution. If Contractor dissolves and discontinues business during the term of this Agreement, LGC 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.

10. Mutual Cooperation. LGC and Contractor 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.

11. 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.

12. 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: _____
Chairman of the Board

Date: _____

[Contractor Name]

By: _____

Date: _____