



STATE OF TEXAS
COMAL COUNTY

**AGREEMENT FOR PROVISION OF
ECONOMIC DEVELOPMENT SERVICES**

WHEREAS, Comal County, a political subdivision of the State of Texas (hereinafter "COUNTY"), through its Commissioners Court, has the authority to enter into a contract with a non-profit corporation that provides services to the public; and

WHEREAS, the Bulverde/Spring Branch Economic Development Foundation, Inc. (hereinafter "BSBEDF"), a Texas non-profit corporation was formed for the purpose of providing economic development services to the citizens of Comal County; and

WHEREAS, COUNTY intends to diversify the tax base of Comal County in order to relieve the ad valorem tax burden on residential and small business property owners in the County; and

WHEREAS, the Commissioners Court of Comal County finds that the location of business and commercial enterprises in the County whose operations would pose no threat to the health, safety or welfare to the citizens of the County and which would provide employment opportunities to residents of the County would assist in achieving the goal of diversifying the tax base of the County; and

WHEREAS, the BSBEDF will assist the COUNTY in the pursuit of the goal to diversify the ad valorem tax base, in creating new jobs, and encouraging capital investment; and

WHEREAS, COUNTY and BSBEDF desire to enter into an agreement to assist in providing economic development services to the citizens of Comal County.

NOW THEREFORE, IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises and obligations by the parties set forth in this Agreement, it is agreed between COUNTY and BSBEDF as follows:

SECTION 1. TERM AND RENEWAL:

This Agreement becomes effective upon the date of approval by both parties and shall expire on December 31, 2018. Thereafter, the parties may renew the Agreement upon written consent by both parties on an annual basis beginning January 1, 2019.

SECTION 2. COUNTY OBLIGATIONS:

COUNTY agrees to:

- a. Support efforts to locate, retain and/or expand appropriate commercial or business enterprises in the County by providing financial and other assistance as approved by the Commissioners Court.

- b. Pay to BSBEDF the sum of \$2,000 for services rendered under this Agreement; payable by April 30, 2018.

SECTION 3. BSBEDF OBLIGATIONS:

BSBEDF agrees to:

- a. Provide services to the citizens of Comal County by assisting the Commissioners Court in achieving the goals of diversifying the ad valorem tax base, creating new jobs, and encouraging capital investment by providing information and assistance to prospective commercial/business enterprises and developers interested in locating and expanding and/or in the retention of existing commercial and business enterprises (sometimes hereafter called "Prospective Businesses") in the COUNTY; and, in assisting with negotiations for such projects between the COUNTY and other affected entities to craft incentives consistent with applicable laws and/or County Orders. The focus of BSBEDF activities on behalf of COUNTY are further identified in "Exhibit A" attached hereto and incorporated herein.
- b. Provide advice, counsel, and support to the Chambers of Commerce in Comal County regarding their economic development efforts in retention and expansion of their service areas business base.
- c. Provide COUNTY's designee representation on any briefings given on economic development as part of the Advisory Team.
- d. Assist in initial negotiations with Prospective Businesses, subject to the approval of the Commissioners Court. Any negotiations between BSBEDF and any Prospective Businesses are not binding on the COUNTY without the approval of Commissioners Court.
- e. Maintain written records and log of negotiations with Prospective Businesses and provide such records to designated COUNTY officials, including the County Judge and the Criminal District Attorney.
- f. Aid Prospective Businesses in thoroughly completing the Comal County Application for Tax Abatement/Economic Development Incentives, and on behalf of the COUNTY, analyze the potential economic impact related to capital improvements and jobs so that the COUNTY may make an informed decision on the application based on the Guidelines adopted by Commissioners Court. The Application is identified in "Exhibit B" attached hereto and incorporated herein by reference.
- g. Inform Prospective Businesses that the COUNTY requires a minimum of thirty (30) days to review the Application before the Application will be placed on the Commissioners Court agenda for approval.
- h. Provide necessary financial data to the COUNTY within seven (7) days of receiving an Application.

SECTION 4. INDEMNITY

To the extent allowed by applicable law, BSBEDF agrees to and does hereby, indemnify and hold harmless COUNTY, its officers, agents and employees from all losses, damages, injuries, suits, actions, claims, demands, costs and expenses (including legal expenses and attorneys' fees) of every kind and character whatsoever, in any manner arising out of this Agreement or the performance of the terms of this Agreement or the failure or alleged failure to perform the terms of the Agreement, by any person or

entity whether claiming by or through BSBEDF or otherwise, it being the intent of BSBEDF to absolve COUNTY, its officers, agents and employees from any liability arising from this Agreement.

SECTION 5. TERMINATION:

Either party may terminate this Agreement by giving the other party at least sixty (60) days notice of its intent to do so, provided that any obligation of BSBEDF regarding reports, as set out herein shall remain in full force and effect until the end of the then existing contract period.

SECTION 6. CONFIDENTIALITY:

Parties agree that BSBEDF's services provided, information learned or negotiations made pursuant to this Agreement on behalf of COUNTY shall remain confidential and are exempt under Section 552.131 of the Government Code and all other applicable state and federal law. Both parties agree to instruct their employees and representatives that all measures necessary should be taken to protect the confidentiality of the information relating to economic development negotiations by BSBEDF and/or COUNTY.

SECTION 7. INDEPENDENT CONTRACTOR:

BSBEDF, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venturer of or with the COUNTY, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

SECTION 8. MISCELLANEOUS:

- a. IRS Classification: BSBEDF is a tax-exempt non-profit 501(c)(3) corporation.
- b. This is the sole and only Agreement between the parties concerning the subject matter set out herein. No other agreement, statement or promise made by any party, or officer, agent or employee of any party, which is not set out herein shall be binding or enforceable against either party.
- c. No amendment, modification or alteration to this Agreement shall be binding unless it is set out in writing, approved by the parties and signed by the authorized representative of the parties.
- d. This Agreement shall be interpreted in accordance with the laws of the State of Texas and is to be performed in Comal County, Texas. Exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.
- e. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.
- f. The failure of the County to appropriate funds for this Agreement in any given fiscal year shall terminate this agreement, without further recourse to either party.

SIGNED this _____ day of _____, 2018.

SHERMAN KRAUSE
COUNTY JUDGE
COMAL COUNTY, TEXAS

SHERRY L. MOSIER
PRESIDENT
BULVERDE/SPRING BRANCH ECONOMIC
DEVELOPMENT FOUNDATION, INC.

ATTEST:

BOBBIE KOEPP, COMAL COUNTY CLERK

DRAFT

EXHIBIT "A"

SERVICES TO BE PROVIDED FROM BSBEDF TO COMAL COUNTY FOR ALL OF COMAL COUNTY, WITH A PARTICULAR FOCUS ON THE SERVICE AREA OF THE BSBEDF

- * Increase the tax base via expanded commercial and industrial base of county
- * Act as point of contact on state and federal economic development programs via trained professional staff
- * Respond to requests from primary job creators on behalf of county
- * Provide information to prospective businesses on behalf of county
- * Conduct prospect visitations; implement marketing efforts; attend trade shows; maintain databases of information
- * Provide financial information to local industries for expansions
- * Provide advice and counsel to County Judge and Commissioners Court as requested; give quarterly updates on economy/activities via regular BSBEDF Board of Directors Meetings
- * Provide reports to state agencies when requested such as Enterprise projects, incentive plans, cost/benefit analysis
- * Network with regional and state economic development groups to represent interests of Comal County
- * Attend Comal County Industrial Development Authority meetings
- * Provide all administrative duties, reports, facilities