

## ACTION FORM BRYAN CITY COUNCIL

<b>DATE OF COUNCIL MEETING:</b> October 27, 2015		<b>DATE SUBMITTED:</b> October 16, 2015	
<b>DEPARTMENT OF ORIGIN:</b> Eco Development		<b>SUBMITTED BY:</b> Kevin Russell	
<b>MEETING TYPE:</b>	<b>CLASSIFICATION:</b>	<b>ORDINANCE:</b>	<b>STRATEGIC INITIATIVE:</b>
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
<b>AGENDA ITEM DESCRIPTION:</b> Consideration and possible action to authorize the Mayor to execute an agreement with the Research Valley Partnership providing funding for Fiscal Year 2016 in the amount of \$350,000.00 for operations. This represents the same amount as the Fiscal Year 2015 funding level.			
<b>SUMMARY STATEMENT:</b> This Council Action Form is for an annual agreement between the City of Bryan and the Research Valley Partnership (RVP) that sets forth the responsibilities of each party. The contract specifies the City of Bryan will send monthly payments to RVP not to exceed a total FY 2016 amount of \$350,000.00 for its services. The amount of \$350,000.00 is the same amount as the Fiscal Year 2015 funding level, and the City of College Station and Brazos County are also providing funding at the same level this year.			
Bryan's representatives to the RVP Board are Mayor Bienski, Mark Conlee, and Michael Beckendorf.			
<b>STAFF ANALYSIS AND RECOMMENDATION:</b> Staff recommends the City Council authorize the Mayor to execute the attached agreement in order to further the City of Bryan's economic development interests.			
<b>OPTIONS (In Suggested Order of Staff Preference):</b>			
<ol style="list-style-type: none"> <li>1. Authorize the Mayor to execute the Agreement.</li> <li>2. Authorize the Mayor to execute the Agreement in an amount different than \$350,000.00, which may require consideration at a future City Council meeting and may require consideration by the Research Valley Partnership Board.</li> <li>3. Do not authorize the Mayor to execute the Agreement and provide further direction to staff.</li> </ol>			
<b>ATTACHMENTS:</b> Agreement			
<b>FUNDING SOURCE:</b> General Fund (as budgeted)			
<b>APPROVALS:</b> Joey Dunn, 10-16-15; Hugh R. Walker, 10/19/2015			
<b>APPROVED FOR SUBMITTAL: CITY MANAGER</b> Kean Register, 10-19-2015			
<b>APPROVED FOR SUBMITTAL: CITY ATTORNEY</b> Janis K. Hampton, 10-19-2015			

**AGREEMENT BETWEEN THE CITY OF BRYAN AND  
THE RESEARCH VALLEY PARTNERSHIP, INC.**

This Agreement is entered into by and between the CITY OF BRYAN, a Texas Home Rule Municipal Corporation (hereinafter referred to as "CITY"), and THE RESEARCH VALLEY PARTNERSHIP, a Texas Non-Profit Corporation (hereinafter referred to as "RVP").

FOR AND IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1.

RVP shall in good faith utilize its best efforts to market and promote CITY in accordance with its Proposed Operations Budget for Fiscal Year 2015-2016, attached and incorporated hereto as Exhibit A. Funds shall be utilized solely for the purposes as depicted in the approved annual budget. RVP agrees it shall be its duty to perform in compliance with the Strategic Plan and the approved annual budget.

2.

CITY hereby grants THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), to RVP from the City of Bryan 2015-2016 Fiscal Year Budget. CITY will pay an amount equal to 1/12th of the annual amount monthly commencing in October 2015.

3.

On an annual basis, not later than May 31st of each budget year, RVP shall submit to the CITY (i) its proposed annual budget for the following year and (ii) proposed service levels and performance measures. At the same time, the RVP shall present to the Bryan City Council a report on their year to date activities and accomplishments and also present information with regard to proposed projects and activities. Funding by CITY shall be subject to annual review and allocation.

4.

On a quarterly basis, RVP shall submit an Activity Report of its activities and accomplishments for that particular quarter to CITY. The form of this report shall include a narrative summary of activities. At a minimum, RVP shall also include in its report a summary of expenditures to date and information with regard to current status and future prospects, reporting on approved service levels and performance indicators. This report shall be received by the Chief Financial Officer or designee not later than the twentieth (20th) business day following the end of each calendar quarter.

5.

On an annual basis, RVP shall conduct a compliance verification audit of the affidavits of compliance received under each of the City of Bryan's Tax Abatement Agreements and shall determine whether the companies have complied with the requirements outlined in the individual tax abatement agreements between the companies and the City, including, but not limited to, construction of improvements, job creation, and valuation requirements. The RVP shall submit to CITY a report of the compliance verification audit no later than May 31<sup>st</sup> of each budget year.

6.

The reports required under paragraphs 4 and 5 above, shall be submitted to:

Chief Financial Officer  
Fiscal Services  
City of Bryan  
P.O. Box 1000  
Bryan, TX 77805

7.

RVP shall administer the program and maintain records in such format and manner as may be prescribed by CITY. Said records shall clearly document the performance required by this Agreement.

8.

RVP shall comply with all federal, state, and local laws as applicable in the performance of this Agreement.

9.

Records required by this Agreement shall be maintained by RVP during the contract period and for a minimum of three (3) years from and after the expiration date of this Agreement.

10.

RVP shall maintain fiscal records and supporting documentation in the form of cancelled checks, payroll records, invoices or other documents required for all expenditures of funds made pursuant to this Agreement.

11.

RVP shall give CITY, or their duly authorized representatives, access to all books, account, records, files or other papers belonging to or in use by the RVP pertaining to the requirements of this Agreement. Failure to provide access to the above listed documents shall constitute a breach of this Agreement upon which CITY shall have authorization to terminate this Agreement without further liability.

12.

CITY may conduct a performance review on a quarterly basis or as deemed necessary by CITY to evaluate compliance with the provisions of this Agreement, CITY may provide assistance to RVP as requested and as mutually agreed upon.

13.

It is understood and agreed that the participation of CITY is limited to the contribution of funds. CITY at no time shall be liable for the acts of RVP, its agents, or employees.

14.

RVP shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services undertaken by RVP, its agents, representatives, volunteers, employees or subcontractors.

The RVP's insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers, shall be considered in excess of the RVP's insurance and it shall not contribute to it.

15.

Certificates of Insurance and endorsements shall be furnished to the CITY at the time of execution of this Agreement, attached hereto as Exhibit B, and approved by the City before work commences.

The following standard insurance policies shall be required:

- a. General Liability Policy
- b. Automobile Liability Policy
- c. Workers' Compensation Policy

The following general requirements are applicable to all policies:

- a. General Liability and Automobile Liability shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- c. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage.
- d. Claims Made Policies will not be accepted, except for Professional Liability Insurance.
- e. The CITY, its officials, employees, and volunteers, are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, or volunteers.
- f. A Waiver of Subrogation in favor of CITY with respect to Workers' Compensation insurance must be included.
- g. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- h. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

The following Commercial General Liability will be required:

- a. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- b. Coverage shall be written on a standard ISO occurrence form (or a substitute form providing equivalent coverage).
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

The following Automobile Liability will be required:

- a. Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- b. Shall be written on a standard ISO version or its equivalent, providing coverage for all owned, non-owned, and hired automobiles.

The following Workers' Compensation will be required:

- a. Statutory limits and employer's liability limits of not less than \$500,000 each accident or \$500,000 by disease is required.
- b. Waiver of Subrogation in favor of the City.

16.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions and warranting the following:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance of ISO.
- c. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.
- e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

17.

If RVP does not comply with one or more of the requirements of this Agreement, CITY may provide written notice to the RVP stating specifically the deficiencies in RVP's performance and/or RVP's noncompliance with the terms of this Agreement. RVP shall have sixty (60) days within which to cure the alleged deficiencies and/or noncompliance to CITY's satisfaction. If such deficiencies are not cured

within sixty (60) days, CITY may terminate this Agreement and discontinue funding. The City further reserves the right request and shall be entitled to reimbursement of any funds advanced to RVP when such funds have been misappropriated or expended on items, programs or projects not authorized by this Agreement.

18.

In each instance where notice is required, notices shall be sent to each of the parties by certified mail, return receipt requested, as follows:

City Manager  
City of Bryan  
P.O. Box 1000  
Bryan, Texas 77805

The Research Valley Partnership, Inc.  
1500 Research Parkway Suite 270  
College Station, Texas 77845

19.

CITY agrees to provide to the RVP approved budgeted sums of money for the RVP's use in accordance with the Adopted Budget for Fiscal Year 2015-2016. CITY shall provide said sum on a monthly basis by the fifteenth day of the month by paying to the RVP or its account one-twelfth of the total sum as hereinabove agreed.

20.

The Fiscal Year 2015-2016 Budget is hereby confirmed and adopted by the CITY. Any substantial in the Budget as provided for in Exhibit A shall be reviewable by the CITY at their discretion.

21.

It is agreed and understood that the RVP shall meet at least monthly to conduct business. The RVP shall adopt an attendance requirement for its Board members which shall be at least equal in requirements to the CITY attendance requirements for their boards and commissions.

22.

CITY and RVP state that to the best of their knowledge, no member of the CITY Council and no officer, employee, or agent of the CITY who exercise any function or responsibility in connection with the carrying out of the provisions of this Agreement has any personal financial interest, direct or indirect, in this Agreement.

23.

RVP agrees to hold harmless the CITY from any and all loss, cost, or damages of any kind, nature or description which may arise from the operation of this Agreement.

24.

Notwithstanding anything in this Agreement to the contrary, this Agreement is contingent upon the appropriation of the funding by the City Council of the CITY.

25.

This Agreement shall be interpreted in accordance with the laws of the State of Texas and shall be endorsed in Brazos County.

26.

This Agreement shall not be assigned without the prior written consent of CITY.

27.

Should any word, part, or paragraph of this document be declared invalid for any reason, then, in that event, all other words, parts or paragraphs of this document shall remain effective.

28.

This Agreement represents the entire agreement of the parties and supersedes any prior written or verbal understanding or representations.

IN WITNESS WHEREOF, all parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

THE RESEARCH VALLEY PARTNERSHIP,  
INC.

CITY OF BRYAN:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Jason P. Bienski, Mayor

Printed Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mary Lynne Stratta, City Secretary

ATTEST:

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Janis K. Hampton, City Attorney

Date: \_\_\_\_\_

**Exhibit "A"**

**RVP FY 2015-2016 Budget**

RVP FY 16 Operating Budget  
Draft/Draft/Draft

<u>Income</u>	<u>FY 15 - 16</u>
Brazos County	350,000.00
City of Bryan	350,000.00
City of College Station	350,000.00
Invest Research Valley	125,000.00
TCE - Mkt	60,000.00
International Gateway	20,000.00
Texas Triangle RCIC - RVP Admin/2.0	0.00
Texas Triangle RCIC - Fees	0.00
Interest Income	0.00
Clean Energy Incubator	20,000.00
<b>Total Income</b>	<b>\$ 1,275,000.00</b>
<u>Expenses</u>	
Meeting Expenses (Board, Exec, Other)	3,000.00
Conferences/Training	5,000.00
Memberships	7,500.00
Technology	25,000.00
Professional Services	18,000.00
Office Expense	81,400.00
Postage and Shipping	1,000.00
Printing	2,000.00
Administration	346,956.75
Business Development/Marketing	457,539.08
Innovation Development	-
Business Insurance	3,182.00
<b>Total Expenses</b>	<b>\$ 950,577.83</b>
<u>Innovation/Other Expenses</u>	
SBDC	111,000.00
RVIC	100,000.00
Startup AggieLand	50,000.00
Clean Energy incubator	-
Air Service Grant Support (Yr 1)	-
Meyers Contract	60,000.00
TAGW Funding	-
<b>Total Other Expenses</b>	<b>\$ 321,000.00</b>
<b>Total Income</b>	<b>\$ 1,275,000.00</b>
<b>Total Expenses</b>	<b>\$ 1,271,577.83</b>
<b>Estimated Ending Balance CONTINGENCY</b>	<b>\$ 3,422.17</b>

**Exhibit "B"**  
**Certificates of Insurance and Endorsements**