

May 13, 2016

Mr. Kean Register
City of Bryan, Texas City Manager
300 S. Texas Ave.
Bryan, TX 77803

Dear Mr. Register:

The Research Valley Partnership is requesting \$350,000 in funding from the City of Bryan for its Fiscal Year 2016-2017. The RVP Fiscal Year 2015-2016 operational budget is attached for your review. Our Fiscal Year 2016-2017 operational budget will be submitted once it has been approved by the RVP's Board of Directors.

Sincerely,



Todd E. McDaniel, CEcD
President and CEO

RVP FY 15-16 Budget

Income	FY 15-16
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
Clean Energy Incubator Support	20,000.00
Total Income	\$ 1,275,000.00

Expenses	
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	319,573.75
Business Development/Marketing	457,539.08
Business Insurance	3,182.00
Total Expenses	\$ 923,194.83

Innovation/Other Expenses	
SBDC	111,000.00
RVIC Operations	100,000.00
RVIC - Clean Energy Incubator	-
Startup Aggieland	50,000.00
Meyers	60,000.00
Air Service Grant	16,667.00
Innovation / Other	\$ 337,667.00

Total Income	\$ 1,275,000.00
Total Expenses	\$ 1,260,861.83

Estimated Ending Balance CONTINGENCY \$ 14,138.17

**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 FY17, 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 presented to CITY by RVP and RVP's annual budget as approved by CITY.

2.

CITY hereby grants THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), to RVP from the City of Bryan FY17 Fiscal Year Budget. CITY will pay an amount equal to 1/12th of the annual amount monthly commencing in October 2016.

3.

On an annual basis, not later than August 1st of each budget year, RVP shall submit to the CITY (i) its proposed annual budget for the following year, (ii) its Strategic Plan and (iii) 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 31st 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 according to the standards for governing bodies pursuant to the Texas Public Information Act by RVP during the contract period and for a minimum of three (3) years from and after the expiration date of this Agreement. RVP shall cooperate with CITY in responding to any public information request ("open records request") filed with CITY pursuant to the Texas Public Information Act.

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 D, and approved by the City before work commences. The following standard insurance policies shall be required:

Commercial General Liability - Limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. Coverage shall be written on a standard ISO occurrence form (or a substitute form providing equivalent coverage). No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

The following general requirements are applicable:

- a. Policy shall be written by a carrier admitted to do business in the State of Texas and rated A-:VI or better by AM Best Insurance Rating.
- b.
- c. Deductibles shall be listed on the Certificate of Insurance. RVP is solely responsible for any costs or expenses as a result of a coverage deductible.
- d. Claims Made Policies will not be accepted.
- e. The CITY, its agents, officers, officials, employees, and volunteers, are to be added as "Additional Insured" . The coverage shall contain no special limitations on the scope of protection afforded.
- f. .
- g. RVP must provide minimum 30 days prior written notice by certified mail, return receipt requested, of policy cancellation, material change, reduction in coverage or limits, exhaustion of aggregate limits, or intent not to renew insurance coverage.

h. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

16.

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.

17.

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

18.

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 FY17. 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.

19.

The Strategic Plan and proposed strategic plan revisions is hereby approved by the CITY. Any substantial change in the Strategic Plan or Budget as provided for in exhibit A must be approved by the CITY at its discretion.

20.

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. RVP meetings shall be conducted in compliance with the Texas Open Meetings Act as if RVP were a "governmental body" under such law.

21.

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. RVP officers, directors and executive staff shall follow the provisions of CITY's Code of Ethics for Elected and Appointed Officials (as adopted March 26, 2013) sections A.8 and 9.

22.

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.

23.

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.

24

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

25.

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

26.

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.

[the remainder of this page is intentionally left blank]

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 _____, 2016.

THE RESEARCH VALLEY PARTNERSHIP, INC.

BY: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF BRYAN

ATTEST:

BY: _____
Jason P. Bienski, Mayor
Date: _____

Mary Lynne Stratta, City Secretary
Date: _____

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney
Date: _____

Exhibit A

RVP FY 17 Budget

RVP FY16 - FY17 Budget Comparison

Income	FY 15-16	FY 16-17
Brazos County	\$ 350,000.00	\$ 350,000.00
City of Bryan	350,000.00	350,000.00
City of College Station	350,000.00	350,000.00
Invest Research Valley - Investor Funding	125,000.00	175,000.00
Invest Research Valley - Sponsorships	-	10,000.00
TCE - Mkt	60,000.00	60,000.00
Talent Pipeline Development Grant(s) (subject to funding)	-	150,000.00
International Gateway	20,000.00	20,000.00
Clean Energy Incubator	20,000.00	-
	<u>\$ 1,275,000.00</u>	<u>\$ 1,465,000.00</u>
Expenses		
Meeting Expenses (Board, Exec, Other)	\$ 3,000.00	\$ 3,000.00
Conferences/Training	5,000.00	5,000.00
Memberships/Subscriptions	7,500.00	10,000.00
Technology	25,000.00	25,000.00
Professional Services	18,000.00	18,000.00
Office Expense	81,400.00	77,119.80
Postage and Shipping	1,000.00	1,000.00
Printing	2,000.00	2,000.00
Admin/Engagement	319,573.75	370,591.65
Corporate Relations/Awareness	457,538.08	417,642.70
SBDC and Other	337,667.00	241,667.00
Business Insurance	3,182.00	3,182.00
Economic Development Fund "Reinvestment"	-	125,000.00
Talent Pipeline Initiative (subject to funding)	\$ -	\$ 150,000.00
	<u>\$ 1,260,860.83</u>	<u>\$ 1,449,203.15</u>
Total Income	\$ 1,275,000.00	\$ 1,465,000.00
Total Expenses	\$ 1,260,860.83	\$ 1,449,203.15
Estimated Ending Balance	\$ 14,139.17	\$ 15,796.85