AGREEMENT FOR THE PROVISION OF ADMINISTRATIVE, TECHNICAL, OPERATIONAL SUPPORT AND OTHER ASSISTANCE TO THE CITY OF MESQUITE BY MESQUITE REGIONAL BUSINESS, INC.

THIS AGREEMENT is made and entered into as of the date when both parties have properly signed and executed the agreement (Effective Date), by the City of Mesquite (City) and Mesquite Regional Business, Inc. (MRB)

WITNESSETH

WHEREAS, the City believes it to be in the best long-term interest of the citizens of Mesquite to actively pursue economic development activities; and

WHEREAS, the City is committed to creating economic diversity and to growing and broadening the tax base of the City in order to provide additional choices and above average wage employment opportunities for its citizens; and

WHEREAS, the City has pursued economic development activities for over ten (10) years; and

WHEREAS, the City Council feels economic development activities can be better accomplished through a public/private partnership; and

WHEREAS, the City wishes to take advantage of and participate in recent efforts by the Governor's Office of Economic Development to realign and reenergize regional economic development efforts; and

WHEREAS, MRB has recently incorporated in the State of Nevada with the express desire to perform economic development activities in the Mesquite region; and

WHEREAS, MRB desires now to enter into a performance based contract with the City for economic development services;

WHEREAS, the City elects to contract with MRB to provide assistance and service with respect to its economic development activities.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed by and between the parties as follows:

SECTION ONE
PURPOSE

1. The purpose of this Agreement is to fund an office and provide staffing which will provide administrative, technical and operational support assistance, and such other services as are requested by the City from time to time, consistent with applicable law, all of which is intended to provide efficient, orderly, economical and professional management and

administration of an economic development program for Mesquite, Nevada and surrounding region.

SECTION TWO
TERM OF THIS AGREEMENT

2. This agreement shall commence on January 1, 2013, and expire June 30, 2017. Continuation of the Agreement from City fiscal year to fiscal year is contingent upon adequate appropriation by the City Council. The Agreement can be terminated at any time by majority vote of the City Council and shall require a minimum of one (1) year's advanced written notice to MRB. Likewise, the Agreement can be terminated at any time by MRB, and shall require a minimum of one (1) year's advance written notice to the City.

SECTION THREE
ASSISTANCE AND SERVICE TO BE PROVIDED BY MRB

3. In consideration of and in keeping with the terms of the Agreement as provided herein, MRB shall provide a full range of economic development assistance and services which shall include but not be limited to:
    1. Maintain an office within the Mesquite urban area, which is available Monday through Friday during normal business hours to the public. One function of the office shall be to make available to the public detailed information concerning the resources and assets of the area.
    2. Employ a professional staff, which shall devote time to become and remain knowledgeable about the resources of the area and shall freely make themselves available for the dissemination of this information to the public.
    3. Prior to July 1, of each year of the contract, MRB shall in writing and before City Council during a regularly scheduled City Council meeting present a work plan, consisting of goals, objectives and activities to be accomplished during each contract period, and which shall be submitted to the City. The work plan shall include but not be limited to, the following:
        a. Establish and maintain an on-going and coordinated business retention/existing business program for economic base businesses.
        b. Develop and maintain marketing and business attraction services in order to make known the benefits of establishing and conducting business in the Mesquite area, and to encourage and attract new business to the Mesquite area.
        c. Create and maintain an up to date community profile on the Mesquite area which can be used to provide basic information about the area to local businesses, to prospective new businesses, and for use by the public at large.
        d. Initiate programs designed to promote the image and identity of the Mesquite area on a local, regional, national, and international level.
        e. Initiate communications which will increase our community leader's awareness of the economic development programs being implemented.
        f. Serve as the primary local contact for public and private sector entities in matters relating to economic development

g. Serve as the primary recommending agency for programs and projects worthy of consideration and financial participation by the City.
h. Perform all duties associated with the handling of and working with representatives of prospective companies, but not limited to:
    1. Compilation and presentation of current information on land and building availability, population growth, labor availability, wage rates, general economic conditions, etc.
    2. Obtaining information and knowledge concerning potential building sites, office space, manufacturing facilities, warehouse availability, prices and rates.
    3. Coordinate community tours for prospective businesses by scheduling appointments with related industries, utility companies, architects, contractors, attorneys, developers, real estate brokers, educational representatives, or others required by the prospect.
    4. Monitor and, when appropriate, expedite specific project and prospect's progression through various City, County and State departments.
i. Initiate other programs and projects that may, from time to time, be necessary and integral parts of an on-going economic development program.
j. Maintain a website which online fulfills the goals, objectives and activities of MRB.

4. Progress and performance reports outlining MRB's progress and achievements with regard to its plan of work will be presented semi-annually. The reports may occur at the same meeting as the presentation of the work plan discussed in subsection 3 of this section. The first such report will become due six (6) months from the date MRB becomes operational. The agenda and minutes of the preceding meeting shall be provided in accordance with the City's timetable for materials submission for City Council meetings.

SECTION FOUR
FINANCES AND METHOD OF PAYMENT

4. In return for the economic development assistance and service outlined in Section Three of this Agreement, the City agrees to pay MRB for eligible expenses pursuant to subsection 4.3 as identified in the annual MRB budget.

4.1 MRB will submit within thirty (30) days of the execution of this Agreement and at least sixty (60) days prior to the next fiscal year, a written line item budget for the assistance and services to be provided, including operations and maintenance of the overall economic development program.

4.2 MRB anticipates requesting from the City the following amounts over the term of the Agreement. However, these amounts are subject to possible revision during the City's annual budgeting process for each fiscal year.

- Jan 2013 - Jun 2013: $95,000
- Jul 2013 – Jun 2014: $190,000
- Jul 2014 – Jun 2015: $190,000
- Jul 2015 – Jun 2016: $190,000

- Jul 2016 – Jun 2017: $140,000

4.3 Actual payments to MRB by the City will be made on a semi-annual basis, the first of which shall be made concurrently with MRB's annual budget presentation to the City and a voucher signed by an authorized representative of MRB. Subsequent payments will be made on a semi-annual basis when the City is presented (1) a financial statement, in a form satisfactory to the City, detailing income, if any, and expenditures for the previous six months; and (2) a voucher signed by an authorized representative of MRB. In addition, upon request of the City, MRB will supply copies of receipts; copies of canceled checks, and any other pertinent financial information. MRB shall retain receipts and canceled checks that support requests for payments, for a minimum of three (3) years from the date on which each such expense is incurred or check negotiated.

4.4 Eligible expenses within the context of the Agreement shall include Personnel and Fringe Benefits, Office and Operating Expenses, Marketing Expenses, and Capital Purchases, as well as any other expenses included in the annual MRB budget which are consistent with the operation and maintenance of the overall economic development program but are not otherwise specifically prohibited in the Agreement. Expenses not covered by this Agreement include, but are not limited to, purchases not allowed under Nevada law or statute, alcoholic beverages, payment of internal MRB employment claims, or claims for breach of contract from prospective businesses. These latter "non-covered" expenses will be paid by MRB from private contributions. The City may approve expenditures in other categories and/or approve additions to the previously approved budget.

SECTION FIVE
PROPERTY

5. All finished or unfinished documents, data, surveys, studies, drawings, maps and other documents prepared by MRB are property of MRB.

5.1 In the event that MRB dissolves and ceases to conduct business, the intellectual property shall be turned over to another organization performing the same functions. In the event that the City of Mesquite resumes economic development efforts, the intellectual property shall be turned over to the City. In no case shall client confidentiality be breached and the utmost efforts shall be made to protect it.

5.2 The City of Mesquite shall transfer the current URL www.MesquiteMeansBusiness.com to MRB. In exchange for the URL, MRB shall maintain a website pursuant to Section 3 of this agreement.

SECTION SIX
SOVEREIGN IMMUNITY

6. The City of Mesquite expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to NRS Chapter 41.

SECTION SEVEN
AMENDMENTS

7. This Agreement constitutes the full understanding between the parties, and may only be modified by written amendment executed by all parties hereto. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

SECTION EIGHT
APPLICABLE LAW

8. This Agreement is executed and intended to be performed in the state of Nevada and laws of Nevada shall govern its interpretation and effect. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, State of Nevada, for enforcement of this Agreement.

SECTION NINE
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

9. MRB shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, and it shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

SECTION TEN
INDEMNIFICATION

10. MRB shall release, indemnify and hold harmless the City and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of MRB's performance under this Agreement.

SECTION ELEVEN
THIRD PARTIES

11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or contract damages, pursuant to the terms or provisions of this Agreement.

SECTION TWELVE
IMPLEMENTATION

12. The Mesquite City Council hereby designates the City Manager or his designee as the primary contact with MRB and hereby grants and delegates authority to carry out this Agreement.

SECTION THIRTEEN
INDEPENDENT CONTRACTOR

13. MRB shall function as an independent contractor for the purposes of this Agreement. MRB shall assume sole responsibility for any debts or liabilities that may be incurred by MRB. Nothing in this Agreement shall be interpreted as authorizing MRB or its agents or employees to act as an agent or representative of or on behalf of the City or to incur any obligation of any kind on behalf of the City.

SECTION FOURTEEN
SEVERABILITY

14. If any term of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION FIFTEEN
NOTICE

15. All notices and subsequent correspondence pertaining to this agreement shall be mailed first class to the following:

CITY: City of Mesquite
10 East Mesquite Boulevard
Mesquite, Nevada, 89027
Attention: City Manager

MRB: Mesquite Regional Business, Inc.
525 Commerce Circle
Mesquite, NV 89027

SECTION SIXTEEN
WAIVER

16. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SECTION SEVENTEEN
DUPLICATE COPIES

17. This Agreement has been prepared with duplicate originals so that each party may have an original.

SECTION EIGHTEEN
ENTIRE AGREEMENT

18. This Agreement contains the entire agreement between the Parties. All promises, representations, understandings, warranties, inducements and agreements with respect to the matters described in this Agreement have been expressed herein. This Agreement may not be amended, altered, supplemented, modified or otherwise changed unless in writing, signed by both Parties hereto, which expressly states that it is an amendment, supplement or modification to this Agreement.

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SECTION NINETEEN
SIGNATURES

19. IN WITNESS THEREOF, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

CITY OF MESQUITE

By: _____
Mark Wier, Mayor

Dated: 10-30-12

MESQUITE REGIONAL BUSINESS, INC.

By: _____
George Gault, Chair of the Board

Dated: 10/31/12

ATTEST:

By: _____
Cherry Lawson, City Clerk

Approved as to form:

By: _____
Cheryl Truman Hunt, City Attorney

Date: 10/30/12