

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MISSION §

TOURISM AND COMMUNITY PARTNERSHIP AGREEMENT
CITY OF MISSION AND NORTH AMERICAN BUTTERFLY ASSOCIATION / NATIONAL BUTTERFLY CENTER

This Tourism and Community Partnership Agreement ("Agreement") is entered into by and between the City of Mission, Texas ("City") and the North American Butterfly Association, through the National Butterfly Center ("Center"), effective October 1, 2026.

1. PURPOSE

The purpose of this Agreement is to provide financial support for eligible tourism-related activities conducted by the Center while establishing additional community, educational, environmental, and organizational benefits to the City of Mission.

The Center shall promote Mission and the National Butterfly Center as a nature-tourism destination and shall coordinate with the City in efforts intended to increase visitation and strengthen Mission's tourism capacity.

2. SERVICES AND RESPONSIBILITIES

A. Tourism and Visitor Development

1. Promote Mission and the National Butterfly Center as a destination for nature tourism, ecotourism, educational tourism, and related visitor activity;
2. Promote Mission through appropriate advertising, outreach, programs, events, partnerships, and tourism initiatives;
3. Coordinate with the City Manager's Office regarding initiatives intended to increase tourism and visitation;
4. Coordinate with regional, state, national, and other appropriate tourism organizations and partners;
5. Provide tourism and visitor information reasonably requested by the City; and
6. Identify opportunities to enhance Mission's visibility as a nature-tourism destination.

B. Tourism Capacity and Facility Development

The Center shall coordinate with the City Manager's Office regarding opportunities to improve the Center's tourism capacity, including:

1. Long-range and strategic planning;
2. Visitor amenities and experiences;
3. Grounds and facility improvements;
4. Site planning and enhancement;
5. Educational and interpretive opportunities;
6. Special events and visitor programming; and
7. Other improvements reasonably intended to enhance tourism and visitation.

Nothing in this Agreement obligates the City to fund any additional capital improvement or project unless separately approved.

C. Landscaping and Native Habitat Assistance

The Center shall provide reasonable professional and technical assistance to the City regarding:

1. Native plants and appropriate plant selection;

2. Native habitat establishment, restoration, and enhancement;
3. Pollinator and wildlife habitat;
4. Water-conscious and environmentally appropriate landscaping;
5. Beautification of City facilities, parks, rights-of-way, and other public areas; and
6. Planning or review of landscaping and native-habitat initiatives coordinated through the City Manager's Office.

D. City Employee and Family Access

During the term of this Agreement, the Center shall provide free admission to City of Mission employees and their accompanying family members and guests, upon presentation of a valid City employee identification card.

This benefit shall be available during regular public operating hours and subject to reasonable safety and operating requirements of the Center.

E. City Facility and Program Support

1. Make the National Butterfly Center reasonably available without a facility rental charge for City meetings, functions, receptions, training programs, educational programs, and other City events, subject to reasonable scheduling, capacity, safety, and operating requirements;
2. Provide reasonable hosting and coordination support for City professional-development programs, including Certified Public Manager programs, ICMA-related programs, leadership-development initiatives, and similar programs;
3. Cooperate with the City on educational, environmental, tourism, and community programs; and
4. Coordinate with the City Manager's Office regarding other mutually beneficial City initiatives.

Extraordinary direct costs associated with a specific City event or request may be addressed separately when agreed upon in advance.

3. FUNDING AND USE OF FUNDS

The City shall provide the Center an amount not to exceed Forty Thousand Dollars (\$40,000) during Fiscal Year 2026-2027.

The funding provided under this Agreement shall consist of Hotel Occupancy Tax revenues.

All City funding shall:

1. Be used solely for purposes legally eligible for expenditure of Hotel Occupancy Tax revenues;
2. Be used in a manner intended to promote tourism and the hotel and convention industry as required by applicable law;
3. Be separately accounted for and adequately documented;
4. Not be used for expenditures that are not legally eligible for Hotel Occupancy Tax funding; and
5. Be subject to City review, inspection, audit, and reimbursement requirements.

The additional community benefits and in-kind services required by this Agreement shall not be charged to Hotel Occupancy Tax funds unless the particular expenditure independently qualifies for such funding.

4. ANNUAL PAYMENT

The amount authorized under this Agreement shall be payable in one annual lump-sum payment not to exceed \$40,000.

The payment may be released following execution of this Agreement, satisfaction of applicable City pre-disbursement requirements, and lawful appropriation and availability of funds.

Payment by the City does not waive or limit the Center's continuing obligations under this Agreement or Resolution No. 1935.

5. REPORTING AND ACCOUNTABILITY

The Center shall comply with all applicable financial reporting, performance reporting, accountability, records-access, audit, compliance, and other requirements established by Resolution No. 1935, as amended and restated and as further amended from time to time, which requirements are incorporated into this Agreement by reference.

The City Manager or designee may establish reasonable reporting formats, performance measures, certifications, supporting-documentation requirements, and administrative procedures consistent with the Resolution and this Agreement.

The Center shall maintain documentation sufficient to demonstrate that City Hotel Occupancy Tax funds were expended for legally eligible purposes.

6. REPORTING DEFICIENCIES, CURE, AND REIMBURSEMENT

Any reporting deficiency, extension request, correction deadline, or opportunity to cure shall be administered in accordance with Resolution No. 1935, as amended and restated and as further amended from time to time.

Because funding under this Agreement is provided as an annual lump-sum payment, if the Center fails to timely cure a reporting or compliance deficiency, the City may issue a written demand or invoice requiring reimbursement of all or a portion of the City funding provided under this Agreement, as reasonably determined based upon the nature and extent of the noncompliance.

The City may also require reimbursement of any amount that is:

1. Unsupported by adequate documentation;
2. Expended for an unauthorized or legally ineligible purpose;
3. Not used in accordance with this Agreement; or
4. Otherwise required to be returned under applicable law or City policy.

Any reimbursement demanded by the City shall be paid within the period stated in the written demand or invoice.

Repayment or reimbursement obligations shall survive expiration or termination of this Agreement.

7. TERM AND DURATION

This Agreement shall commence on October 1, 2026, and shall expire on September 30, 2027, unless earlier terminated in accordance with this Agreement.

There shall be no automatic renewal. Any renewal or extension must be authorized in writing and approved as required by law.

8. CONTRACTUAL DEFAULT

For a material contractual default not governed by the reporting-deficiency provisions of Resolution No. 1935, the City may provide written notice identifying the deficiency and allow the Center up to thirty (30) calendar days to cure.

Immediate action may be taken when authorized by law or reasonably necessary to protect public funds or public safety.

9. TERMINATION

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice. The City may terminate this Agreement for cause following any applicable cure period for:

1. Material breach;
2. Unauthorized, unsupported, or legally ineligible expenditure of City funds;

3. Failure to provide required reports or records;
4. Refusal to permit an authorized City inspection or audit; or
5. Other material noncompliance.

Upon expiration or termination, any unexpended City funds and any amount required to be reimbursed under this Agreement shall be returned to the City.

10. RECORDS AND AUDIT

The Center shall maintain complete and accurate financial and program records relating to City funding and performance under this Agreement.

The City, its Finance Department, Internal Auditor, independent auditors, City Attorney, or other authorized representatives may inspect and audit records relating to this Agreement.

The Center shall reasonably cooperate with City year-end closing, financial reporting, audit, and compliance requirements.

11. INDEPENDENT CONTRACTOR

The Center is an independent organization and independent contractor and shall remain responsible for its personnel, contractors, programs, operations, finances, and liabilities.

Nothing herein creates an employer-employee relationship, partnership, joint venture, or authority for the Center to bind the City.

12. INDEMNIFICATION

To the extent permitted by law, the Center shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees, and agents from claims, liabilities, damages, or expenses arising from the negligent acts, omissions, or willful misconduct of the Center or its employees, agents, or contractors.

Nothing herein waives any immunity or defense available to the City.

13. COMPLIANCE WITH LAW

The Center shall comply with applicable federal, state, and local laws.

City Hotel Occupancy Tax funds shall be used only for expenditures legally permitted for that funding source.

14. ASSIGNMENT

The Center may not assign this Agreement or delegate its primary contractual responsibilities without prior written approval of the City.

15. CITY ADMINISTRATION

The City Manager or designee shall administer this Agreement on behalf of the City and may establish reasonable procedures, performance measures, reporting formats, documentation requirements, and administrative standards consistent with this Agreement.

16. NOTICES

Formal notices shall be provided in writing to the City Manager and the Center's authorized representative at their respective official business addresses.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by Texas law, with venue in Hidalgo County, Texas.

18. AMENDMENTS AND ENTIRE AGREEMENT

Any amendment shall be in writing and approved by the parties as required by law.

19. SEVERABILITY AND NO WAIVER

If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain effective.

Failure to enforce a provision on one occasion does not waive future enforcement.

20. SURVIVAL

Obligations relating to reimbursement, audit, records, indemnification, and return of public funds shall survive expiration or termination to the extent necessary to complete those obligations.

EXECUTION

READ, CONSIDERED AND APPROVED on the 22nd day of September, 2026.

CITY OF MISSION, TEXAS

NORTH AMERICAN BUTTERFLY
ASSOCIATION /
NATIONAL BUTTERFLY CENTER

Norie Gonzalez Garza, Mayor

ATTEST:

AUTHORIZED REPRESENTATIVE

Anna Carrillo, City Secretary

Title: _____

APPROVED AS TO FORM:

Date: _____

Eden Ramirez, City Attorney