

**AGREEMENT FOR  
INTERIM ADMINISTRATIVE SERVICES**

**THIS AGREEMENT** is made and entered into as of **January 1, 2023**, by and between the City of Mission, Texas hereinafter called "City and/or Interim Administrator" and Mission Redevelopment Authority (MRA)/Mission Tax Increment Reinvestment Zone Number One, hereinafter called "TIRZ" for interim administrative services related to the TIRZ. The TIRZ and Interim Administrator, in consideration of the mutual promises and conditions herein contained, agree as follows.

**WHEREAS**, the TIRZ requires specialized services related to the administration of the TIRZs, as more fully set forth in this Agreement; and

**WHEREAS**, the Executive Director for the TIRZ recently resigned, creating a vacancy in a critical leadership position; and

**WHEREAS**, the City of Mission has the appropriate personnel to provide the required specialized administrative services for the TIRZ; and

**WHEREAS**, the TIRZ Board of Directors has determined that these interim administrative services can be provided most efficiently and economically by the Mission City Manager Office; and

**WHEREAS**, the TIRZ Board specifically desires to appoint Randy Perez, the Mission City Manager, including any other City employees as may be assigned by Mr. Perez, to provide all required interim administrative services for the TIRZ until a more permanent selection can be made.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the TIRZ and the City agree as follows:

**I.**

**SCOPE OF SERVICES**

In regards to the work and services to be performed under this Agreement, the CITY, by and through Mr. Randy Perez, including any other City employees as may be assigned by Mr. Perez, shall provide shall provide all financial and administrative services to the TIRZ as described in Exhibit A, "Interim Administrator's Scope of Services" which is attached and incorporated by reference.

**II.**  
**PAYMENT**

Pursuant to the terms of this Agreement and in exchange for the necessary services and support, the TIRZ will compensate the City of Mission SIX THOUSAND DOLLARS (\$6,000.00) per month during the term of the Agreement for the cost of providing said services and support.

**III.**  
**TERM OF CONTRACT**

The term of this Agreement shall be for a period of one hundred twenty (120) days commencing upon the effective date.

**IV.**  
**TERMINATION**

This Agreement may be terminated by the City or TIRZ, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party. Termination shall be effective after delivery of Notice of Termination specifying to what extent performance or work under the agreement shall be terminated.

In the event of termination of this Agreement, the TIRZ will be responsible for paying the City only the portion of the costs allocated to periods prior to the effective date of termination of the Agreement.

**V.**  
**EFFECTIVE DATE**


This Agreement shall take effect on the day of execution prescribed herein.

IN WITNESS WHEREOF, the parties have executed this Agreement in the date and year first above written.

**CITY OF MISSION**

**MISSION REDEVELOPMENT  
AUTHORITY (MRA)/MISSION TAX  
INCREMENT REINVESTMENT ZONE  
NUMBER ONE**

\_\_\_\_\_  
**Randy Perez, CITY MANAGER**

By:  \_\_\_\_\_

**APPROVED AS TO FORM:**

Name: David M. Penoli

Title: CHAIRMAN, Mission RA/TIRZ #1

\_\_\_\_\_  
**Victor A. Flores, CITY ATTORNEY**

## **EXHIBIT A**

### **INTERIM ADMINISTRATOR'S SCOPE OF SERVICES**

- Manage the oversight of all documents related to development projects;
- Prepare all documents necessary to taxing jurisdictions, public officials, and staff related to any TIRZ project plan;
- Communications liaison on all TIRZ matters to the City of Mission, the Mayor and City Council of the City of Mission;
- Coordinate the preparation of reports required by governing laws and ordinances;
- Coordinate the preparation of engineering design cost estimates for infrastructure improvements by an independent contractor;
- Oversee the implementation of the reinvestment zone financial plan for the City and the TIRZ Board of Directors;
- Facilitate all public hearings on behalf of the TIRZ with the City of Mission, Hidalgo County, and other taxing entities as required by law;
- Facilitate meetings with the general public regarding the TIRZ;
- Recommend policy matters to the TIRZ Board of Directors;
- Assist the TIRZ Board of Directors in drafting project plan and reinvestment zone financing plan amendments for approval by the Board and the Mission City Council;
- Assist the City of Mission and the TIRZ in drafting participation agreements with other taxing entities;
- Assist the TIRZ in the preparation and negotiations of development agreements among the TIRZ, the City of Mission and other entities as appropriate;
- Manage the TIRZ revenue accounts, process all required payments, maintain accounting of the public funds received by the TIRZ;
- Assist with the preparation of required audits of the TIRZ;
- Assist in the preparation of annual budgets required for submission to the City of Mission;
- Assist the City of Mission with the procedural requirements related to other taxing entities in matters related to the project plan and TIRZ financing plan;
- Provide management services for special projects financed with revenues other than tax incremental revenues, including the acquisition of financing for projects through the negotiation of debt facilitates or contract revenue or contract tax increment revenue bonds;
- Any and all other matters as directed by the TIRZ Board of Directors;

- Provide staff support to the TIRZ Board of Directors;
- Prepare meeting agendas and ensure proper notification is made in accordance with state statutes and such other governing documents as may be applicable;
- Prepare Board of Director informational packets for presentations at meetings;
- Prepare board minutes for presentation at meetings;
- Maintain records and files of the TIRZ;
- Receive inquires and respond to property owners, developers, real estate agents, brokers and other interested parties as related to development matters that pertain to the TIRZ;
- Coordinate and assist with developer reimbursement agreements;
- Provide coordination, oversight, and assistance to other consultants retained by the TIRZ;
- Provide management oversight for public infrastructure construction contractors;
- Meet with developers on development, financing and property acquisition matters;
- Provide management oversight for the bond sale process;
- Provide communications and technical support with regard to the production of bond documents;
- Work with zone consultants, underwriters, rating agencies, and bond insurance companies related to the effective pricing and sale of contract revenue bonds;
- Produce economic base data to support the sale of bonds; and
- Identify lenders and negotiate note and loan facilities on behalf of the TIRZ Board of Directors.