
PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Agreement for Professional Consulting Services ("Agreement") is made this ___ day of _____, 2023 between Marsh Darcy Partners, Inc., a Texas Corporation ("MDP") and the City of Texas City, Texas, (the "Client"). In consideration of the mutual promises set forth herein, the parties agree as follows:

SCOPE OF SERVICES / PROJECT OBJECTIVES

MDP will provide professional consulting services ("Project") more fully described in the Scope of Work, Attachment "A", attached hereto and made a part of this Agreement.

TERMS AND CONDITIONS

FEES

The fee rates to be charged for work to be performed in accordance with the Scope of Services are described in Attachment "B", the Fee Schedule.

REIMBURSABLE EXPENSES

In addition to the labor fees above, the Client agrees to pay MDP monthly for all standard reimbursable expenses incurred by MDP while providing services. Reimbursable expenses incurred by MDP will include, but not be limited to: printing, copying, postage, and mileage (maximum allowable IRS rates apply).

BILLING/PAYMENT

MDP will invoice monthly based on the hourly fee rates in the Fee Schedule attached. The Client hereby agrees to pay upon receipt of such invoice. In the event any portion of an account remains unpaid ninety (90) days after the invoice date, the Client agrees to immediately pay any and all costs incurred to collect the outstanding balance, including collection and attorney fees up to the maximum extent allowable by law.

TERMINATION

This Agreement may be terminated at any time by MDP or Client by giving thirty (30) days written notice of such termination by registered mail to the either party's principal place of business. If this Agreement is terminated, MDP shall be paid in accordance with the provisions of this Agreement for all work performed up to the date of termination, including all reimbursable expenses and reasonable termination expenses.

DISPUTE RESOLUTION

Any claim or dispute between the Client and MDP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This Agreement shall be governed by the laws of Galveston County, Texas.

ENTIRE AGREEMENT

This written Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties regarding this Agreement. This Agreement may not be amended or modified unless approved in writing by both parties.

ACCEPTANCE

When executed by both parties this Agreement shall evidence the entire agreement between MDP and Client. This document is being executed in two (2) counterpart originals, each of which has the full force and effect of an original.

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2023

Marsh Darcy Partners, Inc.

City of Texas City

Sue Darcy

Name: Sue Darcy
Title: President

Name: Hon. Detric Johnson, Sr.
Title: Mayor

Attachment "A" (Scope of Work)
Attachment "B" (Fee Schedule)

Attachment “A”

SCOPE OF WORK

PROJECT OBJECTIVES/DESCRIPTION:

Client has received a request for economic development assistance, specifically a tax increment reinvestment zone (TIRZ), to aid in the development of approximately 1300 acres located within Texas City. The developer is Minto Communities. The project is proposed as a master-planned residential community including appropriate commercial development along major thoroughfares. The tract is currently burdened with several development and environmental constraints that require mitigation, remediation, or relocation. The developer is requesting financial assistance to offset certain of these costs along with assistance to enhance the development’s competitive position in the regional housing market.

SERVICES/DELIVERABLES:

Task 1) Review developer proposal, land plans, financial projections, etc.; evaluate impact of proposed development in the context of a TIRZ; meet with and advise City staff of findings.

Task 2) Provide on-call services related to City negotiations with the Developer, including additional analysis of development issues and financial projections. **Task 3)** Attend meetings as necessary with City staff and with developer team on behalf of City to determine parameters for creation of a TIRZ. **Task 4)** Draft Preliminary Project and Financing Plan for a TIRZ; coordinate TIRZ creation tasks with city staff and legal counsel; attend public hearing for TIRZ creation.

SCHEDULE:

To be determined by Client.

FEES:

MDP will perform the above written tasks on an hourly basis in accordance with the fee schedule on Attachment B.

Attachment "B"

FEE SCHEDULE

Effective Date: January 1, 2023

Consultation, Research, and Analysis Hourly Rate per below

Additional Services, as authorized Hourly Rate per below

Reimbursable Expenses

Sub-Contract work	Cost + 10%
All non-labor expenses	Cost + 10%
Photocopies (black and white)	\$0.08 per page
Photocopies (color) 8.5"x11"	\$0.40 per page
Photocopies (color) over 8.5"x11"	\$0.75 per page
Art Supply Fee, if applicable	1% of Labor Fee as Invoiced
Vehicle travel per mile	Maximum IRS allowable

Hourly Rate

President / Vice President	\$275/hour
Professional Consulting Staff	\$250/hour
Administrative / Accounty	\$150/hour