



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is by and between the City of Texas City ("City"), and the Greater Texas City- La Marque Chamber of Commerce, a Texas non-profit corporation ("Chamber") located at 9702 Emmett F Lowry Expressway, Texas City, Texas, 77590 for fiscal years 2024-2026.

RECITALS

WHEREAS, the Texas City-La Marque Chamber of Commerce provides community and economic development services to businesses and potential businesses in Texas City;

WHEREAS, the Texas City-La Marque Chamber of Commerce provides marketing and advocacy services to position Texas City as a destination for tourism and tourism related activities;

WHEREAS, the City of Texas City desires to contract with the Texas City-La Marque Chamber of Commerce for a three-year period with an option to renew to provide community and economic development services; and

NOW, TIHEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, the parties do hereby covenant and agree as follows:

AGREEMENT

1. **Services:** Chamber agrees to fully preform, or cause to be performed, with good faith and due diligence, all measurable ("Services") described in the attached Exhibit "A" and incorporated herein for all purposes incident to this Agreement.

2. **Term:** The term of this agreement shall be for three (3) years ("Term"), beginning November 18, 2023, and ending November 17, 2026, renewable for an additional term of three (3) years by mutual consent of the Parties. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

3. **Reporting:** The Chamber shall provide a written report regarding the achievement of the Services not less than annually to the Texas City Economic Development Corporation, ("TCEDC") and the City's Commission. The reports shall include progress towards accomplishing the measurables described in Exhibit "A."

4. **Use of Funds:** The Chamber agrees to utilize the funds provided by the City only for Services described in Exhibit "A".

5. **Compensation:** In consideration for the Services to be provided by the Chamber as outlined in Exhibit 4'A", the City shall compensate the Chamber in the total amount of \$60,000.00 annually during the Term of this Agreement. Payment for Services rendered by the Chamber shall be paid by the City quarterly within 30 days of submittal of a written invoice.

6. **Miscellaneous:**

6.1 It is expressly understood and agreed that under this Agreement the City neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

6.2 Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

6.3 In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

6.4 This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing. such writing to be attached hereto and incorporated unto this Agreement.

6.5 This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

6.6 This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

6.7 The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

6.8 By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

6.9 Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

City of Texas City
1801 9th Avenue North
Texas City, TX 77590
Attention: Dedrick Johnson, Mayor

Texas City-La Marque Chamber of Commerce
9702 E.F. Lowry Expressway
Texas City, Texas 77590
Attention: Tim Culp, President/CEO

EXECUTED this _____ day of November, 2023.

CITY OF TEXAS CITY

By: _____

Dedrick Johnson, Mayor

TEXAS CITY-LA MARQUE CHAMBER OF COMMERCE

By: _____

Tim Culp, President/CEO

Exhibit A: Texas City-La Marque Chamber of Commerce Services

- I. Special Events: The Chamber will provide to the City sponsor recognition at its annual special events. These events are intended to provide business development opportunities for citizens in the community. This will include tables/tickets and signage signifying the City of Texas City as an event sponsor. The events included are:
 - a. Golf Classic (2 teams)
 - b. Annual Banquet (24 tickets)
 - c. Industrial Trade Show (8 tickets)
 - d. Health Expo (8 tickets)
 - e. Community Shrimp Boil (8 tickets)
 - f. New Teacher Event (signage)

- II. Business Luncheons: The Chamber hosts business luncheons throughout the year and will provide 8 tickets for the City to attend these luncheons. The luncheons are intended to provide promotion of existing businesses within the City of Texas City and to promote further economic development.

- III. The Chamber develops and distributes an annual publication titled "Community Guide & Business Directory." As part of this publication, the City will be provided one full-page advertisement and space for editorial text about City amenities and services to include housing and economic activity.

- IV. The Chamber develops and releases an Economic Profile publication, which is intended to provide detailed information for prospects, legislators, visitors, and new residents alike. The City will provide input to the Chamber and current data for the publication. It will be updated as necessary throughout the year. It is available online and in print.

- V. City staff will collaborate with the Chamber on coordinated marketing efforts to promote tourism, economic development, and the health of the local economy.

- VI. The Chamber will provide administrative services and clerical support for Texas City visitor information requests via phone, walk-ins, mail and internet on an on-going basis during the contract period.

- VII. The Chamber will provide digital copies of the Hot Deals publication to City staff for local and industry publication.

- VIII. The Chamber will host a minimum of four (4) meetings with local/regional hotel operators to include City staff.

- IX. Chamber Board: As part of this agreement, the Chamber will allocate one (1) seat on the Chamber of Commerce Board of Directors to a City staff member.