
PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Agreement for Professional Consulting Services ("Agreement") is made this 6th day of December, 2023 between Marsh Darcy Partners, Inc., a Texas Corporation ("MDP") and the City of Texas City Economic Development Corporation, (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 6TH DAY OF DECEMBER, 2023

Marsh Darcy Partners, Inc.

Texas City Economic Development Corp.

Sue Darcy

Name: Sue Darcy
Title: President

Name: Mark Ciavaglia
Title: Chairmen

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

Attachment "A"

SCOPE OF WORK

PROJECT OBJECTIVES/DESCRIPTION:

Client seeks to promote industrial development in an area known as Shoal Point. Vehicular access to Shoal Point needs to be constructed through both existing industrial facilities and vacant areas to promote the highest and best use of this industrial area. Client has requested MDP to assist in evaluating and determining options to promote long-term, joint and equitable construction and maintenance of the needed private access road.

SERVICES/DELIVERABLES:

Task 1) Assist in developing and articulating the objectives of the various property owners with regard to the construction and ongoing maintenance of the road. **Task 2)** Based upon the agreed-upon objectives, evaluate various special district options, ownership structure options, and revenue sources such as fees/assessments/taxes, etc. **Task 3)** Provide on-call services related to property owner negotiations, including additional analysis of development issues and financial projections. **Task 4)** Attend meetings as necessary with Client staff and with property owners to facilitate implementation of agreed-upon path of action.

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. MDP will not exceed \$25,000 without authorization from Client.

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 / Accounting	\$150/hour