

CITY OF DEER PARK (CITY)

§
§
§
§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

BAY AREA HOUSTON ECONOMIC PARTNERSHIP (BAHEP)

THIS CONTRACT is made and entered into by and between the CITY OF DEER PARK, TEXAS, (“CITY”) and the BAY AREA HOUSTON ECONOMIC PARTNERSHIP (“BAHEP”).

WITNESSETH:

WHEREAS, CITY desires to promote the development of business and commerce, including the location and development of new business and the retention and expansion of existing business; and

WHEREAS, CITY finds and determines that the development of business within the region promotes the economic welfare and well-being of CITY and its residents by, among other things, expanding the tax and employment bases of CITY and, therefore, enhancing the health, safety, welfare and quality of life of the residents; and

WHEREAS, BAHEP was formed for the purpose of, among others, promoting and encouraging, or causing to be promoted and encouraged, the formation of new businesses and the retention and expansion of existing businesses that create or retain primary jobs, the relocation of existing businesses, and the general diversification of the economy of and in all or a portion of Galveston and Harris counties and the surrounding area, which area includes the CITY; and

WHEREAS, the CITY desires to contract with the BAHEP to provide, or cause to be provided, economic development services as herein described for and on behalf of CITY; and

WHEREAS, BAHEP is willing to provide, or cause to be provided, in exchange for the consideration herein expressed, the economic development services desired by CITY; and

WHEREAS, CITY and BAHEP agree that, in order to foster and promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts, information and data developed, generated, or received by BAHEP should remain privileged and confidential, except as herein provided or where inconsistent with the provisions of the Texas Public Information Act that are applicable to information held by CITY; now, therefore,

For and in consideration of the premises and mutual covenants herein contained, it is hereby agreed as follows:

ARTICLE I

QUALIFICATIONS OF BAHEP

SECTION 1.01. Representations and Warranties of BAHEP.

BAHEP hereby represents and warrants as follows:

A. BAHEP will engage in an on-going effort to attract new business to the CITY and to encourage the retention and expansion of existing businesses that create or retain primary jobs within the region.

B. BAHEP will coordinate its activities with other area economic development organizations within Harris County and seek to enhance cooperation throughout the area in furtherance of efforts on CITY's behalves hereunder.

C. BAHEP is a nonprofit economic development organization having as its principal purpose the promotion of economic development in Harris County, including the CITY.

ARTICLE II

SCOPE OF SERVICES

Section 2.01. Services to be Provided.

BAHEP will provide the economic development services in Exhibit A:

ARTICLE III

TIME OF PERFORMANCE

Section 3.01. Time of Performance.

This Agreement shall be in effect for the period beginning August 1, 2024, and ending July 31, 2025, in accordance with the current fiscal year's budget (FY 2024-2025).

ARTICLE IV

PAYMENT FOR SERVICES

Section 4.01. Fees.

A. For and in consideration of the services to be performed by BAHEP, and subject to compliance with the terms of this Contract; CITY shall pay to BAHEP a base amount not to exceed FIFTEEN THOUSAND AND NO/100ths DOLLARS (\$15,000) for the performance of services provided herein.

B. BAHEP shall submit a billing statement to CITY and CITY shall promptly process such statement, and upon certification and review, make payment to BAHEP within thirty (30) days of CITY's receipt of such statement.

C. BAHEP shall provide economic development information to the CITY through its quarterly newsletter, *BAHEP Business Briefs*, its *Annual Report*, and other documents as needed.

ARTICLE V

TERMINATION

Section 5.01.

Either party may terminate this Agreement upon thirty (30) days written notice for any reason or upon default by the other party. "Default" by a party occurs if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should a default occur, the party against whom the default has occurred shall have the right to terminate all or any part of its duties under this Agreement, as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided, however, (i) such termination is ineffective if, within the 30-day period, the defaulting party cures the default, or (ii) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Section 5.02.

The parties hereto specifically acknowledge that the funds allocated for payment to BAHEP by CITY are derived from tax revenues, and that this Agreement is based on the estimated tax revenues to be collected during the term of this Agreement for Fiscal Year 2024-2025. BAHEP further understands, acknowledges, and agrees that expenditures must be approved by the City Council of the CITY, and that if the tax revenues estimated or actually collected are less than the annual payment described in Section 4.01.A., CITY shall be under no obligation to reimburse BAHEP for the full amount set forth in such section and the Parties may terminate or renegotiate this Agreement.

Section 5.03.

Any party desiring to terminate this Contract may do so, with or without cause, upon thirty (30) days' notice thereof, as provided in Section 6.05 hereof.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Independent Contractor.

The relationship of BAHEP to CITY hereunder shall be that of an independent contractor. CITY shall have no authority to direct the day-to-day activities of any of BAHEP's employees, shall have no authority over BAHEP's decisions, and shall have no rights to ownership of internal working papers or other information or data of BAHEP, except as otherwise specifically authorized or required herein.

Without in any way limiting the generality of the foregoing, it is specifically acknowledged and agreed that BAHEP has bargained for the confidentiality of all internal information and data that it generates other than that required to be submitted to CITY pursuant to Article II and Section 6.06 hereof. The parties agree that such confidentiality is necessary to foster and to promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts. Subject to the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 that may be applicable to such documents, CITY agrees that it shall endeavor to protect and hold confidential all information submitted to CITY, to the extent that such information satisfies any exception to the Texas Public Information Act.

Section 6.02. Parties in Interest.

This Contract shall be binding on and inure to the benefit CITY and BAHEP and shall not bestow any rights upon any third parties.

Section 6.03. Nonwaiver.

Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on and enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 6.04. Applicable Laws.

This Contract shall be subject to and construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction here over. This Contract is performable, and venue is exclusive in Harris County, Texas.

Section 6.05. Notices.

All notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following deposit into a United States Postal Service post office or receptacle with proper postage affixed thereto, sent Certified Mail, Return Receipt Requested, addressed to the respective other party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

CITY Jerry Mouton, Jr.
City of Deer Park
710 San Augustine
Deer Park, Texas 77536

BAHEP Brian Freedman
Bay Area Houston Economic Partnership
P.O. Box 58724
Houston, Texas 77258

Section 6.06. Entire Agreement.

This Contract contains the entire agreement of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any changes of amendments to the rights or obligations of the parties hereunder must be made in writing and signed by both parties.

Section 6.07. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.08. Effective Date.

This Agreement shall become effective October 1, 2024, and conclude on September 30, 2025.

EXECUTED IN DUPLICATE ORIGINALS, in Deer Park, Harris County, Texas;

(SIGNATURE PAGE FOLLOWS)

APPROVED BY CITY COUNCIL on the _____ day of _____, 2024.

CITY OF DEER PARK

By: _____
Jerry Mouton, Jr., Mayor

ATTEST:

City Secretary

**BAY AREA HOUSTON ECONOMIC
PARTNERSHIP**

Brian Freedman, President

ATTEST:

Bob Payne, Director of Contracts

EXHIBIT A

Economic Development Services for City of Deer Park, Texas Bay Area Houston Economic Partnership October 1, 2024

Background

Bay Area Houston Economic Partnership is a 501 (c)(6) not for profit organization focusing on the growth of the region through retention, expansion, and recruitment of high-performance jobs and business. The BAHEP service area includes the Bayport Industrial Complex on the east, Ellington Airport and City of Houston on the north, the City of Friendswood on the west and City of Texas City on the south. The region encompasses 18 cities and parts of Galveston and Harris counties. The 2024 estimated population of people who live and work in the Bay Area Houston region is approximately 1.15 million.

BAHEP currently has more than 290 member companies and organizations who reside in Harris and Galveston counties, including the economic partner cities of Clear Lake Shores, Dickinson, El Lago, Friendswood, Hitchcock, Houston, Kemah, La Marque, La Porte, League City, Morgan's Point, Nassau Bay, Pasadena, Santa Fe, Seabrook, Taylor Lake Village, Texas City, and Webster. Private and public partners include those in the healthcare, maritime and logistics, specialty chemical, tourism and recreation, and aerospace and aviation industries, as well as real estate brokers and developers, banks, and educational institutions.

PURPOSE

As the City focuses on diversifying and expanding the economy, the Bay Area Houston Economic Partnership looks forward to working with the City to assist in the execution of its economic development strategy.

ECONOMIC DEVELOPMENT SERVICES

Economic Development Goals and Direction

Bay Area Houston Economic Partnership will provide the following services:

- a. Assist the City as needed in determining, reviewing, and evaluating its economic development goals and objectives.
- b. Recommend policies, processes, and procedures that enable the City to successfully compete for new business within identified target industries.
- c. Facilitate meetings with County and State elected officials as needed to assist City in matters that would involve County and State participation.

- d. Alert City of potential loss or addition of business due to changes in policy, State or federal law, or other impacts.
- e. Develop business linkages for City, given the City's economic development goals.
- f. Provide opportunities for City officials to participate on BAHEP committees.
- g. Consult with City officials or their designees on issues related to economic development.
- h. Create, expand, and/or nurture partnerships with other municipalities/agencies to promote and enhance the City's economic development strategy.
- i. Include the City in any and all discussions hosted by BAHEP with its allies that are related to regional economic development issues.
- j. BAHEP shall advocate for local, state, and federal programs, public policy and initiatives that directly benefit the City.
- k. Invite the mayor of the City to participate in BAHEP's Mayoral Council and to attend its regularly scheduled meetings.

Economic Development Marketing and Sales

BAHEP will provide the following services:

- a. BAHEP will work with the City, regional allies, the Governor's Office of Economic Development, and within its own network of site selectors, real estate brokers, and developers to identify and develop leads and prospective companies that have a potential interest in expanding or locating with the City. These prospective companies will include, but not be limited to: a) healthcare, b) maritime and logistics, c) specialty chemical (back offices), d) tourism and recreation, and those which will result in a broader, more diversified tax base.

BAHEP will maintain a prospect log of all such new business opportunities which will contain information such as: overall project description, number of jobs created, investment levels, real estate requirements, source of lead, and contact information. The prospect log will be reviewed with City representatives during BAHEP's quarterly Prospect Review meeting and as requested by City representatives.

BAHEP and the City understand that, in many cases, identified prospects may request complete confidentiality with respect to their company name, names of individuals, and their specific plans and further agree that where such confidentiality is requested, it will be maintained by all parties, subject to the requirements of applicable law.

- b. BAHEP will assist and coordinate with the City in developing its lead and prospect responses by providing relevant background information about the City and its business climate and business activities, about the region, and about the State of Texas, to all appropriate audiences – including to site selectors, real estate brokers, and developers.
- c. Invite City representatives to meetings with executives and site selectors who are interested in business location, relocation, and expansion.

- d. Draw upon the resources of the Space Alliance Technology Outreach Program (SATOP) to create and retain jobs in the City. Visit www.SATOP.Space to learn more about this program.

Business Assistance Programs

BAHEP will provide the following services:

- a. Include City officials and businesspersons in initiatives, workshops, seminars, programs, and other educational or training programs designed to assist the city in promoting new business development, start-up business, entrepreneurship, business expansion, and other business assistance ventures.
- b. Include the City representatives in business development activities.
- c. Make the Space Alliance Technology Outreach Program (SATOP) programs available to the City businesses to encourage job growth and creation.

Additional Special Services

BAHEP will provide the following additional special services to the city:

- a. Continue its advocacy for a coastal storm surge protection system (Coastal Barrier) by working with local and state elected officials, the General Land Office, the Gulf Coast Protection District, and the U.S. Army Corps of Engineers..
- b. Maintain its collaboration with the Coalition for Sustainable Flood Insurance to monitor the National Flood Insurance Program and its reauthorization by the U.S. Congress.
- c. Lead advocacy initiatives that preserve NASA Johnson Space Center's budget and workforce, such as the annual Citizen's for Space Exploration trip to Washington, D.C., to meet with congressional members on the importance of NASA to the nation's economy and national security. BAHEP will invite the City (the mayor and/or their designated representative) to attend the Citizens for Space Exploration trip to Washington, D.C., to educate federal officials on the importance of NASA to the City and Houston-area economies.
- d. Collaborate with the economic development coordinator and other regional organizations to protect and grow the Ellington Airport assets, including the Houston Spaceport, and expand the military presence at Ellington Field. BAHEP will work with the Houston Airport System to market Ellington Airport and perform economic development activities to protect and grow assets related to aerospace. BAHEP, through the Military Affairs Committee, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Ellington Field (such as Alert Fighter aircraft replacement, unmanned aerial vehicles, quality of life for Joint Armed Forces Reserve Base, and Regional Homeland Security Defense Operations Center).