

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the **ECONOMIC ALLIANCE HOUSTON PORT REGION**, a Texas non-profit corporation; 203 Ivy Avenue, Suite 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of Deer Park, Texas; P.O. Box 700, Deer Park, Texas 77536, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in Deer Park, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in Deer Park, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of Deer Park, Texas, the Parties have agreed and do hereby agree as follows:

ARTICLE I Goals

Section 1.01: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating economic diversification to provide for stable, consistent and balanced growth;
- b. Building Deer Park's business/commercial tax base;
- c. Retaining existing jobs;
- d. Creating an economic climate conducive to the development and growth of business investment and commerce;
- e. Enhancing the quality of life for all citizens residing or working within Deer Park, Texas;
- f. Promoting Deer Park, Texas as the location of choice for new, expanding and relocating businesses;
- g. Attracting new businesses and development to Deer Park, Texas;
- h. Encouraging the expansion and development to Deer Park, Texas;
- i. Retaining businesses currently located in Deer Park, Texas;
- j. Establishing new partnerships for the promotion of economic development.

ARTICLE II

Qualifications of THE ECONOMIC ALLIANCE

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including Deer Park, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III

Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- b. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- c. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- d. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- e. Interact with the Texas Department of Economic Development on behalf of THE CITY and other economic development groups to acquire economic business related data;
- f. Promote small or disadvantaged business development;
- g. Present THE CITY in THE ECONOMIC ALLIANCE's marketing materials, including its website;
- h. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;
- i. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- j. THE CITY will be included as a participant in THE ECONOMIC ALLIANCE's economic development initiative Project Stars, which focuses upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding this project to city, at no obligation to the city.
- k. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- l. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

ARTICLE IV

Term of Contract

Section 4.01: This agreement is for the thirty six (36) month period beginning July 1, 2018 and ending June 30, 2021.

ARTICLE V

Terms of Payment

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of TWENTY TWO THOUSAND AND NO/100ths Dollars (\$22,000.00) per each twelve (12) month period (annually) for the performance of the services provided herein. Performance update reports shall be provided to THE CITY on at least an annual basis.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements, and make payment within thirty (30) days of receipt.

ARTICLE VI

Termination

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to the THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: **Termination for Cause by THE ECONOMIC ALLIANCE:** THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of it. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE ALLIANCE must deliver a written notice to the city manager describing the default and the proposed termination date. The date must be at least 30 days after the city manager receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY'S manager in writing.

Section 6.05: **Termination for Cause by THE CITY:** If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, THE CITY manager may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. THE CITY manager, at his or her sole option may extend the termination date to a later date. If the city manager allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to THE CITY manager's satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the city manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY manager must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC

ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII Miscellaneous

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

7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or 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 failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective 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:

If to THE CITY OF DEER PARK:

City of Deer Park
Attention: Jay Stokes
City Manager
P.O. Box 700
Deer Park, Texas 77536

If to THE ECONOMIC ALLIANCE:

Economic Alliance
Attention: Chad Burke
President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

7.06. This Agreement contains the entire agreement of the parties and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE
HOUSTON PORT REGION**

By _____

Name: Chad D. Burke
Title: President/CEO

Date Signed: _____

ATTEST/SEAL

By _____

Name _____

Title _____

CITY OF DEER PARK:

By _____

Name: Jay Stokes
Title: City Manager

Date Signed: _____

ATTEST/SEAL

By _____

Name _____

Title _____