

**ORDINANCE No. 2012-129  
CITY OF SHOREACRES, TEXAS**

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE ECONOMIC ALLIANCE HOUSTON PORT REGION, FOR CERTAIN ECONOMIC DEVELOPMENT SERVICES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES:

THAT if any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance; and,

Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this ordinance, a copy of which is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Ordinance shall be effective from and after its passage and approval, and it is so ordered.

The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas

Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED this the 8th day of October 2012.



*Dolly V. Arons*  
Dolly Arons, Mayor

ATTEST:

*David K. Stalk*  
David K. Stalk, CFM  
City Secretary

M/2		Yea	Nay	N/V	Absent
	D. Arons	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M	R. Adams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	S. Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	C. Ramirez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	M. Webber	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	D. Woodruff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Passed / Failed

*David Stall*  
David Stall, City Secretary - Date

## 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, Ste 200, Deer Park, Texas 77536 (hereinafter “**THE ECONOMIC ALLIANCE**”), and the City of Shoreacres.

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 of Shoreacres promotes economic development in the City of Shoreacres, Harris County; and

WHEREAS, the City of Shoreacres seeks assistance to fulfill its economic development initiatives in the City of Shoreacres, 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 the City of Shoreacres, Texas, the Parties have agreed and do hereby agree as follows:

### **ARTICLE I**

#### Qualifications of **THE ECONOMIC ALLIANCE**

Section 1.01: **THE ECONOMIC ALLIANCE** represents that:

- a) **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 the City of Shoreacres;
- b) **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; and
- c) **THE ECONOMIC ALLIANCE** hereby agrees to participate in joint projects and coordinate its activities with the City of Shoreacres in an effort to reduce duplication of services and to enhance cooperation.

**ARTICLE II**  
Scope of Services

Section 2.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to the City of Shoreacres the services described in the following paragraphs:

- a) Compile and disseminate economic and business related data to the City of Shoreacres through seminars, lectures, meetings and public hearings.
- b) Interact with local, state, and federal officials and chambers of commerce on a regular basis on behalf of the City of Shoreacres
- c) Interact with the Texas Economic Development Council and other economic development entities on behalf of the City of Shoreacres
- d) Include the City of Shoreacres in THE ECONOMIC ALLIANCE press releases, marketing materials, and its regional website
- e) Access to the information in its library and databases with the exception of company economic development prospects who are not seeking to locate in the City of Shoreacres
- f) Stimulate, encourage, and develop economic activity on behalf of the City of Shoreacres, including participation of the City of Shoreacres in THE ECONOMIC ALLIANCE's economic development initiative focused upon regional marketing and regional aesthetic improvements within the San Jacinto Texas Historic District, a non-profit entity administered by THE ECONOMIC ALLIANCE
- g) Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE
- h) THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of the City of Shoreacres
- i) Copies of THE ECONOMIC ALLIANCE publications

**ARTICLE III**  
Term of Contract

Section 3.01: This agreement is for a thirty six (36) month period beginning September 1, 2012 and ending August 31, 2015.

**ARTICLE IV**  
**Terms of Payment**

Section 4.01: The City of Shoreacres agrees to prepay THE ECONOMIC ALLIANCE an annual fee amount of ONE THOUSAND AND NO/100ths Dollars (\$ 1,000.00) for the performance of the services provided herein. THE ECONOMIC ALLIANCE shall submit a billing statement to the City of Shoreacres describing the contracted services on August 1<sup>st</sup> of each year. The City of Shoreacres shall process such statements, and make payment within thirty (30) days of receipt. The total amount to be paid over the thirty six (36) months (3 years) is \$3,000, with three (3) annual fees of \$1,000 each.

**ARTICLE V**  
**Termination**

Section 5.01: Either party may terminate this Agreement upon ten (10) 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 has the right to terminate all or part of its duties under this Agreement as of the thirtieth (30<sup>th</sup>) day following the receipt by the defaulting party of a notice describing the default and intended termination, provided:

- a) the termination is ineffective if within the 30-day period the defaulting party cures the default, or
- b) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

**ARTICLE VI**  
**Miscellaneous**

6.01: The relationship of THE ECONOMIC ALLIANCE to the City of Shoreacres shall be that of an independent contractor. The City of Shoreacres 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.

6.02: This Agreement shall be binding upon and inure to the benefit of the City of Shoreacres and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

6.03: 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



**CITY OF SHOREACRES**

By: *Dolly A. Arons*  
City of Shoreacres - Mayor Dolly Arons

Date Signed: *Oct 9, 2012*

By:   
City of Shoreacres - City Administrator - David Stall

Date Signed: *OCT 9, 2012*

**ATTEST/SEAL**

**CITY OF SHOREACRES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_