

**THE DICKINSON ECONOMIC DEVELOPMENT CORPORATION**

**AND**

**THE DICKINSON CHAMBER OF COMMERCE**

**AGREEMENT**

This Agreement (the “Agreement”) is made and entered into by and between the Dickinson Economic Development Corporation, an economic development corporation organized pursuant to Section 4B of the Development Corporation Act of 1979, as amended (the “DEDC”), and the Dickinson Chamber of Commerce (the “Chamber”), located at 1911 FM 517 Rd E, Dickinson, TX 77539.

**RECITALS**

**WHEREAS**, it is the established policy of the DEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Dickinson, Texas (the “City”), and thereby enhance the economic stability and growth of the City; and

**WHEREAS**, it is the established goal of the Chamber to develop and implement programs, events, and services aimed at improving the economic development of the City; and

**WHEREAS**, the DEDC and the Chamber believe that entering into an agreement to combine their efforts and resources can accomplish the stated goals and policies of both the DEDC and the Chamber for the benefit of the City and its citizens and local businesses; and

**WHEREAS**, the DEDC has agreed to provide \$150,000.00 annually for three (3) years to the Chamber to be allocated to assist the Chamber’s budget for expanded services in conjunction with the DEDC, subject to the terms and conditions of this agreement; and

**WHEREAS**, the Chamber has agreed, in exchange and as consideration for its acceptance of such funds, to satisfy and comply with the terms and conditions of this agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the DEDC and the Chamber agree as follows:

**1. Executive Director**

- a. A position shall be created by the Chamber, that shall be funded by the DEDC pursuant to this agreement, to hire a highly qualified Chamber employee with certification as a Certified Chamber Executive (CCE) or other Chamber Accreditation Program to be the Executive Director of the Chamber (the “Employee”).
- b. The salary for the Employee is estimated to be \$70,000 for a Chamber Accredited Employee. The Employee shall be an employee of the City of Dickinson (“City”) with benefits provided by the City and with bonus potential for the addition of new memberships to the Chamber and the retention of existing memberships to the Chamber, as determined by the Chamber’s Board of Directors. The Chamber shall contract with the City for said Employee. Any bonus or annual increase of salary to the Employee shall be paid separate and apart from the funds allocated by the DEDC to the Chamber pursuant to this Agreement.
- c. The Employee shall report directly to the City of Dickinson’s City Manager or his designee.
- d. The Employee will conduct work referenced in the Chamber’s Scope of Work and as directed by the Chamber’s Board of Directors.

- e. The Employee will not be responsible for running a farmer's market, and all farmer's market services will be contracted to a Farmer's Market Organization.
- f. The Employee shall work closely with the City and the DEDC on all efforts in the operation of the Chamber to ensure that the Chamber is supporting the City's and DEDC's objectives, which shall include, but are not limited to:
  - i. Coordinating with the City's Communications Director to support local businesses for ribbon cutting and promotions;
  - ii. Expanding the Chamber by attracting new members to join the Chamber;
  - iii. Retaining existing members of the Chamber;
  - iv. Working with the Chamber's Board of Directors on updating membership dues;
  - v. Working with local businesses and real estate brokerages to create a handout bag to new residents, businesses, and for conferences;
  - vi. Updating website content;
  - vii. Marketing that shows cooperation with the goals of the City Council in business attraction and development;
  - viii. Hosting educational classes for small businesses and startups;
  - ix. Hosting weekly or bi-weekly networking events, such as morning coffee, lunch, or events at local businesses, if possible, to showcase that business;
  - x. Working with local and state politicians, such as having them visit Dickinson at least four (4) times per year for a listening session and questions, working with the City on hot topics for the City and economic development, attending City Council meetings, attending annual House and Senate meetings, and

keeping well-informed of Senate and House bills that affect businesses reporting issues to the Chamber's Board of Directors;

- xi. Working with the City to create a minimum of six (6) public fairs and events annually for quality-of-life requirements of its citizens that can also act as a fundraising effort for the Chamber;
- xii. Assisting and attending with the DEDC on weekly or monthly Business and Retention calls and efforts;
- xiii. Working with the Small Business Development Center and Texas Workforce Development by training startups, helping to create business plans, and finding qualified employees;
- xiv. Attending Chamber conferences locally and nationally;
- xv. Attending Texas Economic Development Conferences and ICSC with the City and the DEDC;
- xvi. Attending City pre-development meetings, as requested by the City, with new or expanding businesses;
- xvii. Hosting an annual Chamber membership dinner and awards ceremony;
- xviii. Performing other tasks and objectives as directed by the Chamber's Board of Directors.

## **2. Chamber Obligations**

- a. The Chamber, in accepting the funding provided by the DEDC, will employ the Employee with the responsibilities set forth herein.
- b. The Chamber shall work and strive to develop and implement programs, events and services aimed at improving the economic development of Dickinson.

- c. The Chamber shall use the money paid by the DEDC to fund the Employee's position, fund marketing and advertising for the City and Chamber, and provide business development and retention services for the community.
- d. At all times, the Chamber's Board of Directors shall consist of up to eleven (11) voting members, of which one (1) voting member shall be a representative of the City's City Council, as appointed by a majority vote of its City Council, one (1) voting member shall be a representative of the DEDC's Board of Directors, as appointed by a majority vote of its Board of Directors, and one (1) voting member shall be a representative of the Dickinson Management District # 1 (the "Management District"), as appointed by a majority vote of its Board of Directors. The vacancy of any position allocated to the City, the DEDC, or the Management District hereunder shall be filled as soon as practicable in accordance with this section.
- e. The Chamber agrees to make any amendments necessary to its bylaws in order to be in compliance with this Agreement.
- f. The Chamber agrees, at its sole expense, to prepare an annual budget and audit that may be viewed at any time by any member of the Chamber's Board of Directors, the City Council, or the DEDC.
- g. Chamber Reimbursement. If the DEDC terminates this Agreement because of the Chamber's breach of any provision as permitted by this Agreement, the Chamber will reimburse the DEDC for all payments the DEDC has made related to the funding provided for hereunder. Reimbursement shall be in accordance with the provisions set forth in Section 5 below relating to default.

### **3. DEDC Obligations**

- a. Funding. The DEDC agrees to provide to the Chamber the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) annually for three (3) years to assist the Chamber's budget for expanded services with the DEDC. The first year's funds shall be allocated over the course of the City's fiscal year starting on October 1, 2022, and ending on September 30, 2023.

### **4. Term**

The term of this agreement shall be for three (3) years running with the City's first fiscal year under this agreement starting on October 1, 2022 and ending on September 30, 2023. The DEDC and Chamber may terminate this agreement at any time, without cause, upon giving the other party ninety (90) days written notice of said termination. Furthermore, the parties may vote to approve extending this agreement for additional one (1) year terms.

### **5. Default**

It is understood and agreed by the Parties that, in the event of a default by the Chamber on any of its obligations under this Agreement, the Chamber shall reimburse the DEDC the funds paid to the Chamber by the DEDC together with interest at the rate of three percent (3%) per annum from date of receipt. Prior to any termination, the DEDC will provide the Chamber written notice of any default or breach of this agreement, and the Chamber will have sixty (60) days to cure said breach. The Chamber shall also reimburse the DEDC for any and all reasonable attorney's fees and costs incurred by the DEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable ninety (90) days after the Chamber receives written notice of default. This Section shall survive the termination of this Agreement.

## **6. Assignability**

This Agreement may not be assigned by the Chamber to any other person or entity unless the DEDC consents in writing to the assignment.

## **7. Notice**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such Party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile or other electronic transmission; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the Parties for the purpose of notice under this Agreement shall be as follows:

If to DEDC:	Dickinson Economic Development Corporation 4403 TX-3 Dickinson, Texas 77539 ATTN: President, Board of Directors
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If to the Chamber:	Dickinson Chamber of Commerce 1911 FM 517 Rd E Dickinson, TX 77539
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## **8. Governing Law and Venue**

This Agreement shall be performable and enforceable in Galveston County, Texas, and shall be construed in accordance with the laws of the State of Texas.

## **9. Amendment**

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties hereto.

## **10. No Waiver**

The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

## **11. Severability**

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

*[SIGNATURE PAGES FOLLOW]*



IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”).

**DICKINSON CHAMBER OF COMMERCE**

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

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

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

ATTEST:

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

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

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

**DICKINSON ECONOMIC  
DEVELOPMENT CORPORATION**

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

Name: Bill Schick

Title: President, Board of Directors

ATTEST:

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

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

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
 COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2022, by \_\_\_\_\_, the \_\_\_\_\_ of  
 the Dickinson Chamber of Commerce, for and on behalf of said Chamber.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
 COUNTY OF GALVESTON §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 2022, by Bill Schick, President of the Board of Directors of the Dickinson Economic  
 Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
 Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)