

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

**AGREEMENT BETWEEN BRAZOS COUNTY, TEXAS
AND THE
BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT ("Agreement") is made and entered into the 11th day of October, 2022, by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County"), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**, a Texas non-profit corporation (hereinafter referred to as "Chamber").

RECITALS:

WHEREAS, the Commissioners Court of Brazos County desires to stimulate, encourage, and develop business location and commercial activity within the County; and,

WHEREAS, the County wishes to contract with Chamber as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to stimulate, encourage, and develop business location and commercial activity in Brazos County; and,

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to the County to attract and expand retail business, in order to accomplish this purpose; and,

WHEREAS, Chamber is an agency with specific expertise in the field of economic development and the attraction and expansion of retail business; and,

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Chamber agree as follows:

ARTICLE 1
Qualifications of the Chamber

1.1 The Chamber represents that it is a non-profit entity that is authorized and experienced in the administration and furtherance of programs that stimulate, encourage, and develop business location and commercial activity in Brazos County.

ARTICLE 2
Term

2.1 The term of this Agreement is for one (1) year, being effective as of **October 1, 2022**, and ending on **September 30, 2023**, (the "Present Term"), unless earlier terminated as provided herein.

2.2 Either party may terminate this Agreement on thirty (30) days prior written notice to the others.

2.3 Upon receipt of any termination, the County agrees to continue funding a program project that had been previously approved by the County.

ARTICLE 3
Administration Services

3.1 Chamber agrees to provide all administrative services necessary to administer the program standards set forth herein.

3.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, administrative services are to be provided by Chamber and include but are not limited to:

a. Developing program projects by corresponding with and negotiating with existing Business/Employers that will develop, diversify and/or expand the Brazos County economy, develop, or expand transportation or commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County. One specific project shall include the design and performance of a Brazos County specific survey using criteria submitted by County;

b. Establishing project performance standards for each program project that are consistent with the County's goals for economic development;

c. Creating an exclusive title sponsorship of the annual Chamber Day event normally held in the Spring each year. The event would be promoted as Bryan/College Station Chamber Day, sponsored by Brazos County. Brazos County will provide an unlimited number of participants on the day of the event. Pre-publicity of the event in the media shall recognize Brazos County as the

sponsor of the event. A representative of Brazos County shall be provided an opportunity to make remarks at the event kick-off in the morning and at noon. If desired, Brazos County shall provide members on the event committee.

d. Perform a survey of business owners and managers to determine the state of the Brazos County economy. Survey results shall be presented to Brazos County during a scheduled Commissioners Court meeting.

e. Brazos County shall appoint a member of the Commissioners Court to attend and participate in briefings and presentations of various topics effecting the state of the Brazos County economy.

f. Brazos County shall be invited to send one representative, at no charge, on the Chamber's annual legislative trip to Washington, D.C. to promote the issues impacting our community including economic development issues.

g. Brazos County shall be invited to send one representative, at no charge, to the Chamber's bi-annual legislative trip to Austin, Texas to promote the issues impacting our community including economic development issues.

h. Provide the County a booth, at annual Job Fair.

i. Provide the Brazos County Commissioners Court with a table at the annual Economic Outlook Conference.

3.3 The Chamber shall receive the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). Five Thousand Dollars (\$5,000.00) shall be payable to Chamber upon the execution of this Agreement and the remaining Five Thousand Dollars (\$5,000.00) shall be payable on or before September 30, 2023.

3.4 The County shall make Assembly Room 2 at the Brazos Center available to the Chamber at no cost on the last Thursday of each March from 8:00 am to 4:00 pm starting in year 2023.

3.5 The County shall make Brazos County facilities available to the Chamber, at published price, for Chamber sponsored events.

ARTICLE 4 **Accounting**

4.1 The Chamber shall provide, no later than February 1, 2023, an audited financial accounting, or an internal audit financial report of the Chamber.

ARTICLE 5

Miscellaneous Terms

5.1 Notice. Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or another reliable courier.

Notice to the County shall be sent to:

Duane Peters, County Judge
Brazos County Courthouse
200 So. Texas Ave., Suite 332
Bryan, Texas 77803

Notice to the Chamber shall be sent to:

Glen Brewer, President and CEO
Bryan/College Station Chamber of Commerce
1733 Briarcrest Drive, Suite 200
P.O. Box 3579
Bryan, Texas 77805

5.2 Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

5.3 Amendment. During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each party.

5.4 Assignment. This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

5.5 Not Joint Venture: Independent Contractor. The parties agree that this is not a joint venture, partnership, or employee-employer relationship and that neither party shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the Chamber shall be considered an independent contractor agent for the sole and limited purpose only of administering this agreement.

5.6 Applicability of Texas Law. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.

5.7 Venue. The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.

5.8 Entire Agreement and Binding Authority. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents, and assigns.

5.9 Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

BRAZOS COUNTY, TEXAS

**BRYAN/COLLEGE STATION CHAMBER
OF COMMERCE, INC., a Texas non-
profit corporation**

By: _____
Duane Peters, County Judge

By:  _____
Glen Brewer, President & CEO

Attest:

By: _____
Karen McQueen, County Clerk

Legislative Certifications

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Bryan College Station Chapter of Commercial

Authorized Company Representative: Elan Brown

Address: PO Box 3579, Bryan, Tx 77805

Signature: Elan Brown

Date: 10/03/2022

Contract #: 23-049