

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MISSION §

**PUBLICITY, TOURISM AND ECONOMIC DEVELOPMENT SERVICES
AGREEMENT**

CITY OF MISSION AND GREATER MISSION CHAMBER OF COMMERCE, INC.

This Agreement is entered into by the City of Mission, Texas ("City") and the Greater Mission Chamber of Commerce, Inc. ("Chamber"), effective October 1, 2026.

1. PURPOSE

The Chamber shall serve as a strategic partner of the City in tourism promotion, visitor and community services, Hotel/Motel Compliance Program administration, business retention and expansion, and related economic-development initiatives.

2. SERVICES

A. Tourism and Chamber Services

1. Market and promote Mission to tourists, visitors, conventions, meetings, winter visitors, Mexican visitors, and regional travelers.
2. Provide visitor information, promotional materials, community information, and tourism-related assistance.
3. Promote Mission attractions, cultural and historic assets, restaurants, retail establishments, recreational amenities, events, and other visitor destinations.
4. Coordinate with hotels, motels, RV parks, attractions, restaurants, retailers, event venues, and other tourism partners.
5. Develop tourism campaigns, special events, public-relations activities, and programs intended to increase visitation and overnight stays.
6. Participate in appropriate regional and state tourism initiatives.
7. Assist the City with business and community outreach, networking, educational initiatives, and programs supporting Mission businesses and residents.
8. Coordinate with the City Manager's Office regarding tourism, economic-development, and community initiatives.

B. Hotel/Motel Compliance Program

The Chamber shall administer and coordinate the City's Hotel/Motel Compliance Program, subject to oversight by the City Manager or designee.

9. Maintain a current inventory of lodging establishments subject to City Hotel Occupancy Tax requirements.
10. Communicate registration, reporting, filing, and payment requirements and assist lodging establishments with reporting procedures.
11. Identify missing, delinquent, incomplete, or inconsistent filings and conduct documented compliance outreach.
12. Prepare and send City-approved reminders, delinquency notices, registration notices, requests for information, and other administrative compliance communications on behalf of the City.
13. Coordinate with the Finance Department regarding collections, reporting, reconciliations, and compliance matters.
14. Maintain records of compliance activity and provide compliance information and reports requested by the City.
15. Refer unresolved matters to the City for enforcement.

The Chamber shall not independently assess or waive taxes, penalties, or interest, compromise City receivables, or exercise enforcement authority reserved to the City.

C. Business Retention and Expansion

The Chamber shall perform Business Retention and Expansion ("BRE") functions as part of the City's economic-development program.

16. Conduct regular outreach and visits to Mission businesses and identify business needs, expansion opportunities, workforce issues, infrastructure concerns, and retention risks.
17. Assist businesses considering expansion, reinvestment, or additional employment and serve as a liaison between businesses and City departments.
18. Maintain records of business visits, referrals, issues, opportunities, and follow-up.
19. Connect businesses with workforce, financing, training, technical-assistance, and other resources.
20. Support entrepreneurship and small-business development and identify businesses at risk of closing, downsizing, or relocating.
21. Identify prospective expansion and recruitment opportunities and assist with other economic-development initiatives requested by the City Manager.

The Chamber may not bind the City, approve incentives, waive City requirements, or commit public funds.

D. City Facility and Program Support

22. Make Chamber facilities under its control reasonably available to the City without a facility rental charge for City meetings, functions, programs, training, and events, subject to reasonable scheduling, capacity, and operating requirements.
23. Provide reasonable hosting, coordination, logistical, and promotional support for City-sponsored professional-development initiatives, including Certified Public Manager programs, ICMA-related programs, leadership development, and similar activities.
24. Coordinate with the City Manager's Office regarding other City programs and community initiatives.

Extraordinary direct out-of-pocket costs, if any, shall be addressed only if agreed to in writing in advance by the City.

3. FUNDING

The City may provide funding in an amount not to exceed Four Hundred Forty-Two Thousand Dollars (\$442,000) during the term of this Agreement.

The City shall determine and disclose the funding source applicable to each distribution. Up to one hundred percent (100%) of the funding may consist of Hotel Occupancy Tax ("HOT") revenues.

Any amount designated as HOT-funded shall be used exclusively for legally eligible HOT purposes and separately accounted for as required by law. Costs not legally eligible for a restricted funding source shall not be charged to that source.

4. QUARTERLY PAYMENTS

Funding shall be payable in four (4) quarterly installments not to exceed \$110,500 each, generally corresponding to the fiscal quarters beginning October 1, January 1, April 1, and July 1.

The first installment may be released following execution of this Agreement and satisfaction of applicable pre-disbursement requirements. Each subsequent installment is conditioned upon the

Chamber being current with all reporting and compliance requirements whose deadlines have occurred before the scheduled payment.

5. REPORTING AND ACCOUNTABILITY

The Chamber shall comply with all financial reporting, performance reporting, accountability, records-access, audit, compliance, and other requirements established by Resolution No. 1935, as amended and restated and as further amended from time to time, which requirements are incorporated into this Agreement by reference.

6. TERM AND DURATION

This Agreement shall commence October 1, 2026, and expire September 30, 2027, unless earlier terminated in accordance with this Agreement.

There shall be no automatic renewal. Any renewal or extension must be authorized in writing by the City and the Organization.

7. PAYMENT CONDITIONS

Quarterly payments are conditioned upon satisfactory performance and the Organization being current with all reporting, financial, performance, repayment (if applicable), and compliance requirements whose deadlines have occurred before the scheduled payment date.

Payment by the City does not constitute acceptance of an unsupported, unauthorized, or legally ineligible expenditure. The City may withhold or delay a payment until an applicable deficiency is corrected.

8. REPORTING DEFICIENCIES AND CURE

Reporting deficiencies, correction deadlines, extensions, and remedies for reporting noncompliance shall be governed by Resolution No. 1935, as amended and restated and as further amended from time to time.

Where the Resolution provides an opportunity to cure, the Organization shall have the cure period established by the Resolution. The City may withhold or delay quarterly disbursements during an unresolved reporting deficiency as authorized by the Resolution.

9. OTHER CONTRACTUAL DEFAULTS

For a material contractual default not governed by the reporting-deficiency provisions of Resolution No. 1935, the City may provide written notice describing the deficiency and allow up to thirty (30) days to cure, unless immediate action is authorized by law or reasonably necessary to protect public funds or public safety.

10. TERMINATION

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice.

The City may terminate for cause following any applicable cure period for material breach, unauthorized expenditure, failure to provide required records, failure to comply with applicable repayment requirements, loss of required legal status, refusal to permit a lawful City audit or inspection, or other material noncompliance.

The City may immediately suspend funding when reasonably necessary to prevent an unlawful or unauthorized expenditure of public funds. Upon termination, the Organization shall return unexpended City funds and amounts determined to have been improperly expended.

11. RECORDS AND AUDIT

The Organization shall maintain complete and accurate financial and program records relating to City funding and contractual performance. The City, its Finance Department, Internal Auditor, independent auditors, City Attorney, or other authorized representatives may inspect and audit applicable records.

The Organization shall reasonably cooperate with City year-end closing, audit, financial-reporting, and compliance requirements.

12. INDEPENDENT CONTRACTOR

The Organization is an independent contractor and remains responsible for its employees, contractors, operations, programs, finances, and liabilities. Nothing in this Agreement creates an employer-employee relationship, partnership, joint venture, or authority to bind the City.

13. INDEMNIFICATION

To the extent permitted by law, the Organization shall indemnify and hold harmless the City, its officials, officers, employees, and agents from claims, liabilities, damages, or expenses arising from the negligent acts, omissions, or willful misconduct of the Organization or its employees, agents, or contractors.

Nothing in this Agreement waives any immunity, defense, limitation of liability, or other protection available to the City under applicable law.

14. COMPLIANCE WITH LAW

The Organization shall comply with applicable federal, state, and local law. Restricted City funds shall be used only for purposes legally permitted for the applicable funding source.

15. ASSIGNMENT

The Organization may not assign this Agreement or delegate its primary contractual responsibilities without prior written approval of the City.

16. CITY ADMINISTRATION

The City Manager or designee shall administer this Agreement on behalf of the City and may establish reasonable reporting formats, performance measures, documentation requirements, submission procedures, and administrative standards consistent with this Agreement and Resolution No. 1935.

17. NOTICES

Formal notices required under this Agreement shall be provided in writing to the City Manager and to the Organization's authorized representative at their official business addresses. Either party may update its notice information by written notice.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue shall lie in a court of competent jurisdiction in Hidalgo County, Texas.

19. AMENDMENTS AND ENTIRE AGREEMENT

This Agreement constitutes the parties' agreement regarding the subject matter herein. Any amendment must be in writing and approved by the parties as required by law.

20. SEVERABILITY AND NO WAIVER

If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain effective. Failure to enforce a provision on one occasion does not waive future enforcement.

21. SURVIVAL

Obligations relating to repayment, reimbursement, audit, records, indemnification, and return of public funds shall survive expiration or termination to the extent necessary to complete those obligations.

EXECUTION

READ, CONSIDERED AND APPROVED on the 22nd day of September, 2026.

CITY OF MISSION, TEXAS

GREATER MISSION CHAMBER OF
COMMERCE, INC.

Norie Gonzalez Garza, Mayor

AUTHORIZED REPRESENTATIVE

ATTEST:

Title: _____

Anna Carrillo, City Secretary

Date: _____

APPROVED AS TO FORM:

Eden Ramirez, City Attorney