

INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF PORT LAVACA, TEXAS AND CALHOUN COUNTY, TEXAS
FOR ECONOMIC DEVELOPMENT SERVICES

This Interlocal Cooperation Agreement is made and entered into effective January 1, 2024 through December 31, 2026, between the City of Port Lavaca (hereinafter "City"), a home rule city of the State of Texas, Calhoun County, Texas, a political subdivision of the State of Texas (hereinafter "County").

Article I - Purpose

On the 31st day of January County entered into an agreement for economic development services with the Victoria Economic Development Corporation ("VEDC"). The Agreement is attached hereto and incorporated herein for all purposes as Exhibit "A". It is the desire of the City to assist with the payment for those services and receive the benefit of its own economic development services for inquiries that are located within the boundaries of the City and/or the jurisdictional boundaries of Calhoun county, that may benefit the City.

In exchange for the County contracting for economic development services and sharing those services with the City as further described in the Agreement between VEDC and the County, the City shall pay the County the sum of \$25,000.00 on or before March 1, 2024.

Article II - Authority

This Agreement is entered into by the parties hereto pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. This Agreement shall be governed by and subject to the laws of the State of Texas. Any of the terms and conditions of this Agreement are subject to and shall be construed in accordance with the construction of the Texas Interlocal Cooperation Act recited hereinabove.

Article III - Term

The term of this Agreement shall be effective January 1, 2024 through December 31, 2026.

Article IV – Miscellaneous Provisions

This Agreement constitutes the entire agreement between the County and City and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

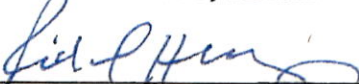
No amendment, modifications, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

This Agreement shall be binding upon and inure to the benefits of the parties hereto, their respective successors and assigns.

EXECUTED IN DUPLICATE ORIGINALS, retained by each party hereto, effective on January 1, 2027.

CALHOUN COUNTY, TEXAS

By: 

Richard Meyer, County Judge

CITY OF PORT LAVACA, TEXAS

By: 

Jack Whitlow, Mayor

Date of Meeting Approved: 1-31-2024

Date of Meeting Approved: 8-8-2022

AGREEMENT BETWEEN VICTORIA ECONOMIC DEVELOPMENT CORPORATION
AND
CALHOUN COUNTY, TEXAS

FY 2024: \$50,000.00

This Agreement ("Agreement") is entered into effective on the ____ day of January, 2024 by and between Victoria Economic Development Corporation ("VEDC"), a Texas nonprofit corporation, acting by and through its duly authorized President and Calhoun County, Texas ("Calhoun County"), acting by and through its duly authorized County Judge.

VEDC was incorporated under the Texas Non-Profit Corporation Act, in order to stimulate, promote and develop business, industrial and manufacturing enterprises, and to promote and encourage adequate employment opportunities for the anticipated population growth in Victoria County, but has since grown to include regional economic development which includes the Calhoun-Goliad-Jackson County Region;

Calhoun County, which shall specifically include the entire jurisdictional boundaries of the Calhoun county, specifically including within the boundaries of the City of Port Lavaca, seeks to facilitate the recruitment of business, industrial and manufacturing enterprises to expand the tax base and employment base of the Calhoun County and the surrounding area; and

VEDC is willing, in exchange for the consideration herein provided, to provide, or cause to be provided, the services desired by Calhoun County which are intended to expand the tax base and employment base of the Victoria-Calhoun-Goliad-Jackson County Region and the surrounding area;

THEREFORE, in consideration of the premises and covenants herein contained, Calhoun County and VEDC agree as follows:

1. **Services.** Calhoun County engages VEDC to facilitate the recruitment and retention of business, industrial and manufacturing enterprises to Calhoun County and render the services herein described. VEDC accepts such engagement and shall discharge such duties in accordance with the terms and conditions herein set forth.
2. **Independent Contractor.** VEDC is engaged as an independent contractor and is not an officer, agent or employee of Calhoun County in regard to the operations and actions of VEDC. VEDC shall select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under the Agreement. Said persons shall be at all times employees of VEDC and shall not be officers, agents or employees of Calhoun County. Calhoun County shall not manage, direct, supervise or discharge said persons or direct them in the performance of their duties for VEDC under this Agreement.
3. **Operation.** VEDC shall participate in and encourage the recruitment of new business enterprises to the Victoria-Calhoun-Goliad-Jackson County region.

4. VEDC shall perform among others, the following services:
 - a. VEDC shall prepare an updated marketing plan each year that will encourage and stimulate industrial and commercial development that will create new primary job opportunities for the region;
 - b. Market the Victoria-Calhoun-Goliad-Jackson County region to potential industrial projects that have the capability to add new primary jobs to the region;
 - c. Act as the liaison between potential clients and Calhoun County.
 - d. Work in an advisory capacity with Calhoun County and its consultants for any governmental agencies that will be necessary to complete the project including local, state and federal organizations; and
 - e. Respond to business inquiries from the Governor's Office as well as site location consultants and company representatives regarding projects that have potential to use regional assets and will create new investment and primary job opportunities.
5. Revenue. Calhoun County agrees to pay VEDC the sum of \$50,000.00 per year for providing the services described. The sum shall be paid in full on or before March 1st, of each calendar year.
6. Ability to Contract with Others. Nothing in this Agreement shall in any way limit either party from contracting with other persons or organizations for similar services.
7. Board of Directors. During the term of this Agreement, the County Judge or his designee shall be a member of VEDC's Board of Directors who shall have the right to attend, participate, and vote in all meetings of the VEDC Board of Directors.
8. Calhoun County has on a similar date entered into an Interlocal Agreement with the City of Port Lavaca for economic development services that are encompassed in this Agreement. For such services, the City of Port Lavaca is paying Calhoun County for fifty percent (50%) of the fee paid herein. As such, Calhoun County authorizes VEDC to share any of the information contracted for herein to the City of Port Lavaca City Manager who shall be bound with the same confidentiality as Calhoun County. Additionally, Calhoun County may share information it confidentially receives to the City Manager for the City of Port Lavaca. Further, County agrees that for certain subject matters of particular interest to the City of Port Lavaca, such as retail, fast food and housing, the County authorizes VEDC to communicate directly with City of Port Lavaca regarding those matters.
9. In response to this formal agreement, VEDC re-branded their marketing initiatives as VEDC Regional Partnership; a name and logo reflecting the multiple county program of work.
10. Termination. It is understood and agreed that either party may terminate this Agreement by giving the other party notice in writing at least 30 days in advance of the first day of a calendar

quarterly period. Such termination shall become effective at the end of the calendar quarterly period following such notice.


11. Notices. *All* written notices must be made by certified mail, return receipt requested, and shall be addressed to the applicable parties, or their successor in office, at the following addresses:

Jonas Titas, CEcD
Victoria Economic Development
Corporation
101 W. Goodwin Avenue, Suite 322
Victoria, Texas 77901

Judge Richard Meyer
Calhoun County, Texas
211 S Anne Street, Ste. 301
Port Lavaca, Texas 77979

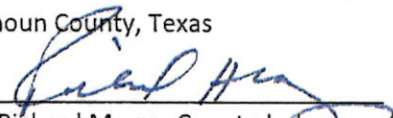
Term. The term of this Agreement shall be from January 1, 2024 to December 31, 2026, unless sooner terminated or extended in writing.

Victoria Economic Development Corporation

By: 

Jonas Titas, President

Calhoun County, Texas

By: 

Richard Meyer, County Judge