

SERVICES AGREEMENT FY 2022-2023

This Service Agreement is executed by and between the City of Port Lavaca, Texas, a municipal corporation (hereinafter the "City") and the Port Lavaca Chamber of Commerce, a private Texas nonprofit corporation (hereinafter called the "Chamber");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Services

Chamber agrees to provide the following professional services to the City:

a. Event Management

- Chamber agrees to provide event management services, leadership, negotiations, marketing and follow-up reporting of events.
- Event management services shall encompass coordination between the designated "Events Committee"¹, volunteers and City staff.
- Event manager shall oversee pre-event planning, production, arrangement of service providers, securement of performers, communication with hotels, sponsorship, marketing of events, and any other actions needed to make each event successful.
- Event Manager will assist in the coordination between the City staff/resources and other entities, for events where the City has agreed to participate such as Main Street, Inc. events and Juneteenth celebration.
- Event Manager will submit a proposed Event calendar and budget to council for approval each year in conjunction with the fiscal year budgeting cycle.
- Event Manager will submit a written report of prior year activities to City Manager to be presented to Council on an annual basis.
- Event Manager, or qualified designee, will be on-site during all events to include:
 - Iguana Fest
 - Star Spangled Bay Bash
 - Bayfront Summer Concert Series
 - Movies in the Park
 - Flip Flop Festival
 - Monster Mash
 - Christmas at the Bayfront/Parade
 - Other City Events as Budgeted and Approved by City Council

b. Marketing

Chamber agrees to function as the marketing arm of the City and will provide advertising placement and design services. Chamber will coordinate advertising placement with City Manager, or designee, and will include the following media as budgeted by Council:

- Billboards
- Radio
- Television

- Print
- Social Media
- Press Releases
- Media Communications

c. Communications

- Chamber agrees to provide services as the Communications Officer of the City of Port Lavaca.
- As such, the Chamber will develop internal and external communications and assist managing citizen participation initiatives.
- The Communications Officer will oversee media relations, the City's website, social media, newsletters, etc.
- The Communications Officer will report directly to the City Manager and attend department head meetings, City Council Meetings, preconstruction and planning meetings for capital improvement projects, and other meetings as directed by the City Manager.
- The Communications Officer will meet regularly with the City Manager to remain informed of activities and actions of the City Council and City.
- The Communications Officer will work with the City Manager and staff to develop creative concepts to provide effective communication and outreach about the actions of the City Council and City operations.

2. Term and Payment

This agreement shall remain in effect through September 30, 2023 unless sooner terminated under the terms therein. The City agrees that for the above described services performed by Chamber, the City shall pay a sum of **\$90,000.00**, paid in three (3) installments payable on February 1st, May 1st and September 1st. The term of this Agreement shall commence on December 13, 2022 upon execution by signature of the Mayor and City Secretary for the City and the Chair of the Board of Directors for the Chamber.

3. Contracts

The City and Contractor agree that in no event shall the City be liable for any contracts made by Chamber with any person, firm, corporation, association or governmental body, outside of this agreement.

4. Liability

The City and Contractor agree that in no event shall the Chamber be Liable for any damages, injuries, or losses charged to or adjudged against the City arising from the maintenance of city-owned event venues. It is agreed that maintenance of said facilities/buildings is the responsibility of the City. Chamber assumes no liability for city-owned real or personal property.

5. Email address:

The City will provide a *.portlavaca.org email address for use by the Communications Officer while performing the services of this agreement.

6. Annual Appropriations

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.

7. Termination

If through any cause, Chamber shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Chamber shall violate any term of this Agreement, the City shall thereupon notify Chamber of the deficiency in writing and Chamber shall be given sixty (60) days to resolve said deficiency. If Chamber fails to resolve after said time, City shall have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents prepared by Chamber under this Agreement shall, at the option of the City, become their property, and the Chamber shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

¹ Events Committee shall be comprised of the following members:

Events Coordinator - Chair

City Finance Director – Vice Chair

Chamber of Commerce Representative

Local Hotel/Motel Representative – City of Port Lavaca at Large

Commercial Business Representative – City of Port Lavaca at Large

Commercial Business Representative – Main Street

CITY OF PORT LAVACA

CHAMBER

By: _____
Jack Whitlow, Mayor

By: _____
Jay Cuellar, Chamber President

Date: _____

Date: _____

ATTEST:

Mandy Grant, City Secretary