

**2021 COSADC-CHAMBER OF COMMERCE
PROFESSIONAL SERVICES PERFORMANCE AGREEMENT**

This Agreement is entered into this 28th day of October 2020, and having an Effective Date of January 1, 2021, by and between the CITY OF SAN ANGELO DEVELOPMENT CORPORATION, a Texas nonprofit economic development corporation (“COSADC”) and the SAN ANGELO CHAMBER OF COMMERCE, INCORPORATED, a Texas non-profit corporation (“PROVIDER”).

RECITAL

A. COSADC is in need of professional economic development marketing and recruitment services to develop and implement an economic development marketing and recruitment program which will be conducive to ensuring the continued economic growth of the City of San Angelo (“Services”).

B. PROVIDER possesses all necessary qualifications and expertise to perform Services.

C. COSADC wishes to engage the services of PROVIDER, and PROVIDER wishes to perform Services for COSADC, under the terms and conditions set forth herein (“Agreement”).

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, COSADC and PROVIDER agree as follows:

TERMS

1. RECITAL: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. INITIAL TERM: The Initial Term of this Agreement shall commence on the Effective Date, subject to authorization of the COSADC Board and approval of the City Council, and shall be in effect for two (2) years, terminating on December 31, 2022 (“Term”), unless earlier

terminated as herein provided and subject to extension by duly authorized written agreement of the parties.

3. SCOPE OF SERVICE:

A. PROVIDER agrees to provide Services as prescribed in **Exhibit “A”**, “SCOPE OF SERVICES”, attached here to and made a part of this Agreement for all purposes.

B. PROVIDER represents and warrants to COSADC that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner prescribed in **Exhibit “A”**.

4. COMPENSATION:

A. The total compensation payable by COSADC to PROVIDER for the Initial Term of this Agreement shall be \$262,500. In no event shall the total compensation payable under this Agreement for the Initial Term exceed TWO HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$262,500).

B. PROVIDER shall maintain supporting documentation that contains sufficient detail to reflect work performed under Agreement to allow a proper audit of expenditures should COSADC require one to be performed.

C. Compensation payable by COSADC to PROVIDER under 4(A) “COMPENSATION” shall be paid quarterly according to the following schedule:

January 1, 2021 - \$65,625.

April 1, 2021 - \$65,625.

July 1, 2021 - \$65,625.

October 1, 2021 - \$65,625.

D. PROVIDER shall refund and remit to COSADC any and all compensation paid to PROVIDER by COSADC, not later than sixty (60) days after expiration of each fiscal year or after termination of Agreement under 7. "TERMINATION" hereunder, which are verified as being attributable to Services not actually performed or rendered by PROVIDER under Agreement.

5. AUDIT AND INSPECTION RIGHTS: CHAMBER shall establish and maintain a reasonable accounting system necessary to track, report and verify performance of the services to be provided under this agreement. During the Initial Term of this Agreement and any extension thereof, and for a period of three years from and after its expiration of the term as the term may be extended, PROVIDER shall allow COSADC or its third party auditor, upon five (5) days advance notice, to inspect and audit all books and records of PROVIDER as necessary to verify PROVIDER's compliance with the terms and conditions of this Agreement.

6. INDEPENDENT PROVIDER: This Agreement is not intended to create a joint enterprise. PROVIDER is and shall at all times be considered as an independent provider and neither PROVIDER nor PROVIDER's employees shall be considered to be employees of COSADC or the City of San Angelo ("City").

A. PROVIDER agrees that this Agreement does not entitle PROVIDER or its employees, agents, or volunteers to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of PROVIDER or its employees or agents.

B. PROVIDER, its employees or agents shall be responsible for any business registration or licenses required by any governmental entity relating to PROVIDER's services under this Agreement.

C. Neither PROVIDER nor PROVIDER's employees, agents or volunteers are to be considered agents or employees of COSADC or City for any purpose, including that of federal and state taxation, and neither PROVIDER nor its employees or agents are entitled to any of the benefits that the COSADC or City may provide to their employees.

7. TERMINATION: It is understood and agreed that either COSADC or PROVIDER may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party.

8. AMENDMENT: Agreement constitutes the sole and entire agreement between COSADC and PROVIDER. No modification or amendment hereto shall be valid unless in a written instrument entered into by COSADC and PROVIDER, authorized by the COSADC Board and approved by City Council.

9. CONTINGENCY CLAUSE: COSADC funding for this Agreement is contingent on the availability of funds and continued authorization from the City Council. This Agreement is subject to amendment or termination upon thirty days advance notice given to PROVIDER due to lack of funds, reduction of funds or discontinuance of City Council authorization.

10. ASSIGNMENT: This Agreement is not to be assigned by PROVIDER, in whole or in part, and PROVIDER shall not assign any part of its operations.


11. REPORTING: PROVIDER shall report to COSADC on its activities in relation to this Agreement as described in **Exhibit "B"** and upon request by COSADC Board.

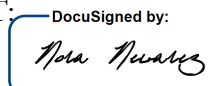
12. **HOLD HARMLESS:** Each party agrees to indemnify, hold harmless, and defend the other from any and all claims, causes of action, and damages of every kind arising from the operations of the other, its officers, agents and employees, carried out in furtherance of this Agreement.

13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in it, and supersedes all prior agreements, understandings and negotiations between the parties. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms of the Agreement.

EXECUTED in duplicate originals this day of October 28, 2020.

CITY OF SAN ANGELO DEVELOPMENT CORPORATION

By: 
B58B05B2E1E14B1...
Todd Kolls, President

ATTEST:
By: 
B488B9407DA44CD...
Nora Nevarez, Corporate Secretary

SAN ANGELO CHAMBER OF COMMERCE, INCORPORATED

By: 
51DB3467ECB74EA...
E. Walter Koening, President
EMAIL: walt@sanangelo.org

APPROVED AS TO CONTENT

APPROVED AS TO FORM


B555592C5C6947A...
Guy D. Andrews, Economic Development Director


609C3C877D18482...
Dan T. Saluri, Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The scope of services provided under this agreement include marketing, recruitment and related activities described in the “Task Summary”, **Attachment 1** to this Exhibit. The Tasks shall, pertain to industries identified in the COSADC Strategic Plan and target jobs having specific NAICS Code classifications as outlined in **Attachment 2** to this Exhibit. The task descriptions below contain a number of specifically prescribed functions to be performed in carrying out the Scope of Services.

Task 1

Marketing and Recruitment Services

- A. Provide professional economic development marketing and recruitment services to develop and implement an economic development marketing and recruitment program with all necessary qualifications and expertise to perform services.
- B. Provide Public Relations services.
- C. Participate in marketing efforts with the Governor’s Office, Texas Economic Development Council, Texas Midwest Community Network (TMCN) and other economic development organizations to promote San Angelo for job creation and capital investment.
- D. Meet with the COSADC Economic Development Director prior to presenting to the Board for consideration and final adoption of the PROVIDER’s *Plan of Action* as it relates to economic development marketing and recruitment to solicit comments and input on desired outcomes and activities related to COSADC funding.
- E. Present, no later than the October meetings of each year, such *Plan of Action* as it relates to economic development marketing and recruitment for approval at a regular meeting of the

COSADC. COSADC and PROVIDER staff will review the PROVIDER's Plan of Action as it relates to evaluating the success of efforts in the plan.

- F. Present a written report, in January, April, July and October of each year to COSADC concerning the status of each task.
- G. Maintain and publish a Community Profile, cost of living index, special media advertising land and buildings, general community information necessary for the site selection process.
- H. Provide background information for any projects including, but not limited to, the site requirement form, economic impact analysis (which may be written in cooperation with COSADC on a case-by-case basis), prospect summary reports for use by COSADC staff in their preparation of a formal incentive application, financial due diligence reviews and/or presentations to the COSADC Board of Directors and City Council. Upon award of financial incentives as recommended by COSADC and approved by the City Council, COSADC shall become the primary point of contact for said business.
- I. Work in cooperation with local economic development partners through the Business Resource Center model.
- J. Maintain a cross-branded website between COSADC and PROVIDER website, with links as deemed appropriate by PROVIDER, to other local, state, and federal business resources, that will direct traffic to other partner websites including but not limited to: San Angelo Development Corporation, Downtown San Angelo, The Business Factory, Concho Valley Workforce Development, the ASU Small Business Development Center, Howard College/West Texas Training Center, and the San Angelo Chamber of Commerce, and any other economic development partner.
- K. Coordinate San Angelo responses to all prospect leads, ensuring complete information sharing and involvement of all relevant economic development partners. All contacts and actions on

leads, existing and potential companies/employers will be maintained and organized by PROVIDER using a mutually agreeable project management system.

- L. Maintain current community information and other relevant information required by business prospects. This information is to be updated as soon as relevant new market data is available each year and coordinated with COSADC Staff to ensure consistency of data provided by COSADC and PROVIDER.

Task 2

Internet & Print Marketing

This may include subscriptions to online interactive sites, internet advertising costs, and any print media.

Task 3

Marketing Campaigns

Provide marketing materials to prospective primary job creators. PROVIDER will provide information to potential prospective employers highlighting the benefits of the regional market, labor pool, facilities, amenities, etc. encouraging them to consider San Angelo for expansion, relocation or merger/acquisition with existing primary employers. Consider and encourage, when feasible, cooperative working and supply relations between prospective employers and existing San Angelo companies. PROVIDER will, considering the impacts of the COVID—19 pandemic, develop special marketing campaigns that address developing opportunities that arise such as those resulting from supply chain disruptions, on-shoring initiatives, and other adaptations resulting from the changed business and industrial environment.

Task 4

Prospect Meetings and Coordination

Encourage personal visits to San Angelo to discuss investment in the City with PROVIDER, COSADC staff, City/County staff, Workforce Development and all other economic development partners.

Task 5

Trade Shows

PROVIDER may engage in attendance at, exhibitor participation in, or the hosting of national, regional or local trade shows.

Task 6

Site Selector/Prospect Generation Services

PROVIDER may utilize website services and electronic advertising and engage the services of qualified professional site selection/prospect generation services to create greater awareness of the benefits of the San Angelo market, workforce, facilities and incentives.

Task 7

Goodfellow AFB Outreach

Coordinate with personnel at Goodfellow AFB, Department of Defense, Department of the Air Force, NSA and related personnel to retain and increase the AFB facility size and missions.

Task 8

Third Party Services

PROVIDER may engage third-party expert consultants when appropriate to assist in the capture of new employers or the expansion of existing employers into San Angelo.

Task 9

Maintain Professional Memberships

Maintain professional memberships and contact with economic development allies, and resource providers, such as the Governor's Economic Development Office, Texas Economic Development Council, Private Lead Generation/Site Selector Companies, Utility Companies, Texas Midwest Community Network (TMCN) and other economic development organizations.

Task 10

SARMA/BRE Cooperative Efforts

Coordinate with the Business Expansion and Retention Coordinator of COSADC to conduct periodic visits to existing industries and businesses that have qualifying NAICS codes.

Task 11

Rail Business Recruitment

Actively recruit new businesses to the San Angelo intermodal rail facility, working with COSADC and consultants. Explore, along with consultants, new business opportunities in Mexico that would utilize the South Orient Freight Corridor.

Task 12

Industrial Career Promotion and/or Talent Acquisition for Post-Secondary Tech Students

Actively engage in Industrial Career Promotion and/or Talent Acquisition utilizing special outreach to post-secondary tech school students nearing graduation, encouraging them to work in the trades in San Angelo.

Task 13

Industrial Career Promotion and/or Talent Acquisition for High School Students

Actively engage in Industrial Career Promotion and/or Talent Acquisition utilizing special outreach to high school students to encourage them to acquire technical training and to work in the trades in San Angelo.

Task 14

Industrial Training

Actively engage in activities with the Texas Manufacturing Assistance Center (TMAC) and other trade organization to provide Industry Training to local industries and businesses with qualifying NAICS codes.

EXHIBIT "A"**Attachment 1****TASK SUMMARY**

Task 1	Marketing and Recruitment Services	
Task 2	Internet & Print Marketing	
Task 3	Marketing Campaigns	
Task 4	Prospect Meetings and Coordination	
Task 5	Trade Shows	
Task 6	Site Selector/Prospect generation services	
Task 7	Goodfellow AFB outreach	
Task 8	Third Party Services	
Task 9	Professional Memberships	
Task 10	SARMA/BRE Cooperative Efforts	
Task 11	Rail Business and Operator Recruitment	
Task 12	Industrial Career Promotion and/or Talent Acquisition for Post-Secondary Tech Students	
Task 13	Industrial Career Promotion and/or Talent Acquisition for High School Students	
Task 14	Industrial Training	

EXHIBIT “A”**Attachment 2****NAICS CODE – ELIGIBLE “TARGETED INDUSTRIES”**

NAICS code-eligible “targeted industries” that provide “Primary jobs” as approved under the Development Corporation Act of 1979 are listed in the table below. A “Primary job” means;

(A) a job that is: (i) available at a company for which a majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and, (ii) included in one of the following sectors of the North American Industry Classification System (NAICS):

<u>Sector Number</u>	<u>Description</u>
111	Crop Production
112	Animal Production
113	Forestry and Logging
115	Support Activities for Agriculture and Forestry
211-213	Mining
221	Utilities
311-339	Manufacturing
42	Wholesale Trade
48-49	Transportation and Warehousing
523-525	Securities, Commodity Contracts, and other Financial Investments and related activities; Insurance Carriers and Related Activities; Funds, Trusts, and Other Financial Vehicles
5413, 5415	Scientific Research and Development Services
5416, 5417, 5419 and 551	Management of Companies and Enterprises
56142	Telephone Call Centers
922140	Correctional Institutions

(B)

<u>Sector Number</u>	<u>Description</u>
928110	A job that is included in NAICS sector number 928110, National Security, for the corresponding index entries for Armed Forces, Army, Navy, Air Force, Marine Corps, and Military Bases.

EXHIBIT "B"
REPORTING REQUIREMENTS

1. **Weekly written update from the Chamber on all economic development related activities.**
2. **Monthly oral and written report to the COSADC Board of projects under negotiation with prospects.**
3. **Quarterly oral and written summary to the COSADC Board.**
4. **Annual oral and written report to the COSADC Board.**
5. **Other reports and meetings as requested by the COSADC Board.**