

**STAFFING SERVICES AGREEMENT
SEABROOK ECONOMIC DEVELOPMENT CORPORATION
AND CITY OF SEABROOK, TEXAS
FY 2016-2017**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Staffing Services Agreement ("Agreement") is made and entered into by and between the City of Seabrook, Texas (the "City") and the Seabrook Economic Development Corporation ("EDC").

WHEREAS, pursuant to The Texas Development Corporation Act, Texas Local Government Code Chapters 501, 502 and 505 (the "Act"), the City created the EDC and collects, on behalf of the EDC, an additional sales and use tax of which a portion may be used by the EDC to pay certain administrative costs; and

WHEREAS, the EDC desires to utilize the services and support of City staff in furtherance of its work and the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the additional sales tax revenues it receives; and

WHEREAS, the City has determined that providing personnel and services to the EDC will be mutually beneficial to the City and the EDC, will promote local economic development, and stimulate business and commercial activity within the City, all in furtherance of the purposes of the EDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the EDC hereby agree as follows:

1. The EDC will utilize City employees to perform the following services for and on behalf of the EDC:
 - a. Accounting and financial services;
 - b. Professional contract administration services;
 - c. Administrative/secretarial support;
 - d. Construction contract administration services;
 - e. Marketing services;
 - f. Director – Economic Development

- g. Any other reasonable services in furtherance of the purposes of the EDC and authorized by the Act.

2. The City and EDC acknowledge that from time to time conflicts between a city employee's primary responsibilities to the City and requests for services from the EDC may arise. The City and the EDC encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the EDC President as necessary to prioritize demands and resolve any conflicts.

3. Consideration

After having reasonably estimated the amount of time City employees are anticipated to spend performing services for and on behalf of the EDC during the term of this Agreement, the parties have agreed that EDC will reimburse the City the amount of TWO HUNDRED THOUSAND DOLLARS AND NO/100 (\$200,000.00), as presented in the Fiscal Year 2016-2017 EDC and City budgets. (Reference Exhibit A). Such reimbursement is predicated on the approval of the budget by both the EDC Board and City Council and is contingent upon such amount being collected in sales and use tax dollars for the fiscal year.

4. Term

The term of this Agreement shall be for one (1) year commencing October 1, 2016, no matter when actually executed. Provided, further, either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other.

5. Right to Hire Third Parties

EDC specifically reserves the right to hire third parties to perform any or all of the services described herein.

6. Notice

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

City of Seabrook
Attention: City Manager
1700 First Street
Seabrook, Texas 77586

Seabrook Economic Development Corporation
Attention: President, Board of Directors
1700 First Street
Seabrook, Texas 77586

Either party may designate a different address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

7. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the EDC and shall not be construed to confer any benefit or right upon any other parties.

8. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

9. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Seabrook, Texas and the Seabrook Economic Development Corporation, as of _____ day of _____, 2016.

CITY OF SEABROOK

ATTEST:

Glenn Royal
Mayor

Robin Hicks, TRMC
City Secretary

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

ATTEST:

Ernie Davis, Secretary
Board of Directors

Paul Dunphey, President
Board of Directors