# SPONSORSHIP AGREEMENT GALVESTON COUNTY DAY IN AUSTIN, TEXAS

This Sponsorship Agreement is made and entered into effective as of the Commencement Date, by and between the County of Galveston, a political subdivision of the State of Texas (the "County") and the Greater Texas City-La Marque Chamber of Commerce, a non-profit corporation of the State of Texas.

### Recitals

Whereas, The Galveston County Commissioners Court enters into this Sponsorship Agreement to be the Sponsor for the Galveston County Day in Austin, Texas on March 6, 2025, including a legislative reception (the Event); and

Whereas, the County and the Chamber will recruit County residents to travel to Austin on March 6, 2025, to meet with the local legislative delegation and communicate to them Countywide priorities for the 89th Texas Legislative Session; and

Whereas, the expenditure of County funds in support of the Event and related activities will benefit all of the communities within the County; and

Whereas, the sum shall be invoiced for each legislative session for the County to contribute to support the described events and activities; and

Whereas, the Chamber has represented to the County that any monies contributed by the County in support of the Chamber's sponsorship of the described events and activities will be expended on the purchase of goods and services that would be appropriate expenditures if made directly by the County; and

**Therefore**, The Galveston County Commissioners Court agrees to provide financial sponsorship of these activities as described below.

## **Consideration and Conditions**

The County agrees to provide financial support to the Chamber ("County funds") to serve as the Host Sponsor for Galveston County Day in Austin and the legislative reception to be held on March 6, 2025.

In consideration, the Chamber agrees to the following conditions:

- The Chamber agrees to hold these County funds in a separate designated account and to use these
  funds only to support the expenses associated with the planning and operation of the Galveston
  County Day in Austin, Texas for the purpose of rental of facilities, related facility expenses,
  catering expenses, transportation, printing, entertainment, nonalcoholic beverages, and similar
  expenses.
- 2. The Chamber agrees not to use the County funds to support the purchase of or serving of alcoholic beverages.

3. The Chamber agrees that any unused County funds provided through this Agreement for this purpose will be returned to the County.

#### **Term**

The term of the Agreement shall begin on the Commencement date and shall continue unless terminated earlier as set forth herein.

This Agreement may be terminated by either party with or without cause, by providing thirty (30) days' notice. Upon receipt of notice of termination all remaining monies will be returned to the County minus any non-refundable deposits.

#### **Notice**

Any notice required or permitted to be given by the Chamber to the County may be given by certified mail, return receipt requested, or delivered to the following address:

County Judge Mark Henry Galveston County Courthouse 722 Moody Avenue (21st Street) Galveston, TX 77550

Any notice required or permitted to be given by the County to the Chamber may be given by certified mail, return receipt requested, or delivered to the following address:

Tim Culp, President Greater Texas City-La Marque Chamber of Commerce 9702 E.F. Lowry Expressway Texas City, Texas 77590

### Miscellaneous Provisions

The Chamber's relationship to the County shall be that of an independent contractor. This Agreement does not constitute a contract of employment between any individual or employee of the Chamber and the County or any agency or department of the County.

The Chamber agrees to maintain supporting documentation and financial records of incurred costs directly expended by the Chamber for the events paid for with the County funds. The Chamber will maintain these financial records as long as required by law, and will make the records available upon request by the County.

The Chamber may use the names and descriptions of the Event for information and promotion purposes provided however that all such published material shall be subject to the County's reasonable approval in advance of publication.

The Chamber is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas. Venue for an action arising under this Agreement

shall lie exclusively in Galveston County.

Nothing in this Agreement shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.

In the performance of this Agreement, the Chamber must observe and comply with all applicable federal and state laws, rules, and regulations, which may be required in connection with the performance of this Agreement.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both parties hereto.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Galveston County

Greater Texas City-La Marque Chamber of Commerce

Tim Culp, President

Mark Henry, County Judge

Date: 2/3/25

Date: 1-29,7005