

**TOWN OF BARTONVILLE, TEXAS
AND
DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by and between the **TOWN OF BARTONVILLE, TEXAS**, a Texas Type A general law municipality (hereinafter referred to as the “Town”), and **DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1** (hereinafter referred to as the “Developer”), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Town desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the Town possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the Town of Bartonville, Texas; and

WHEREAS, the Town has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and Town, will eliminate unemployment and underemployment in the State and Town, and will enhance business and commercial activity within the Town of Bartonville, Texas; and

WHEREAS, the Town has concluded and hereby finds that this Agreement clearly promotes economic development in the Town of Bartonville, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the Town and the Developer; and

WHEREAS, the Town has concluded and hereby finds that this Agreement promotes economic development in the Town of Bartonville, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter until December 31, 2023, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (b) **Developer.** The word “Developer” means Denton County Emergency Services District No. 1, whose address for the purposes of this Agreement is 511 Gibbons Rd. S., Argyle, Texas 76226
- (c) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Town and Developer.
- (d) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth in the section entitled “Events of Default” in this Agreement.
- (e) **Personal Property.** The words “Personal Property” mean the tangible taxable personal property, including furniture, fixtures, inventory, and equipment, which is located on the Property on the Effective Date of this Agreement.
- (f) **Property.** The word “Property” means 511 Gibbons Rd. S., Argyle, Texas 76226
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of payment for necessary equipment for Developer to perform its services and to create/maintain jobs.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.
- (i) **Town.** The word “Town” means the Town of Bartonville, Denton County, Texas, a Texas Type A general law municipality. For the purposes of this Agreement, the Town’s address is 1941 E. Jeter Rd., Bartonville, Texas 76226.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with Town that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to make the Qualified Expenditures on the Property for an amount not less than Twenty Thousand and No/100 Dollars (\$20,000.00). Further, Developer covenants and agrees to submit to the Town invoices, receipts, or other documentation showing the Qualified Expenditures made on the Property in a form acceptable to the Town by December 31, 2023.
- (b) **Job Creation and Retention.** Developer covenants and agrees by December 31, 2023, and during the Term of this Agreement to employ and maintain a minimum of Full-Time Equivalent Employment Positions working at the Developer's establishment located on the Property in numbers existing on the Effective Date.
- (c) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the Town and Developer.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE TOWN.

Town covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Program Grant Payment.** The Town covenants and agrees to pay Developer a sum equal to the amount of Twenty Thousand and No/100 Dollars (\$20,000.00). The Town covenants and agrees to make the payment to Developer within thirty (30) days of the Effective Date.
- (b) **Performance.** Town agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer and Town.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or Town to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or Town to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and Town is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the Town by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 6 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the Town to Developer pursuant to Section 5 of this Agreement, shall become immediately due and payable by the Developer to the Town.

SECTION 8. TERMINATION OF AGREEMENT BY TOWN WITHOUT DEFAULT.

The Town may terminate this Agreement without an event of default by Developer and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual or illegal. Termination of this Agreement by Town under this Section of the Agreement shall render this Agreement null and void from that point forward with each party having no further rights against each other under this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Town warrants and represents that the individual executing this Agreement on behalf of Town has full authority to execute this Agreement and bind Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (i) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.
- (j) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (k) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (l) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TOWN:

TOWN OF BARTONVILLE, TEXAS,
A Texas Type A general law municipality

By: _____
Jaelyn Carrington, Mayor

Date: _____

ATTEST:

Shannon Montgomery, Town Secretary

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the ____ day of _____, 2023, by Jaelyn Carrington, Mayor of the Town of Bartonville, Texas, on behalf of said municipality.

Notary Public, State of Texas

DEVELOPER:

By: _____
Name: _____
Title: _____
Date Signed: _____

STATE OF TEXAS

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COUNTY OF DENTON

This instrument was acknowledged before me on the _____ day of _____, 2023,
by _____, _____ of Denton County Emergency Services
District No. 1, on behalf of said entity.

Notary Public, State of Texas