

STATE OF TEXAS §
§
COUNTY OF DALLAS § ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made by and between the Hutchins Economic Development Corporation, a Type B economic development corporation (“HEDC”) and Cynthia Mickens Ministries, Inc., a Texas nonprofit corporation (the “Recipient”), (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Recipient is a community outreach organization that service the citizens of the City of Hutchins, Texas (“City”); and

WHEREAS, HEDC intends to promote and expand its services within the City by providing sponsorship for Recipient’s feeding program for Hutchins Citizens, (the “Project”); and

WHEREAS, the Recipient intends to market the Project by distributing Marketing Materials throughout the Hutchins community which acknowledge HEDC to promote economic development within the City; and

WHEREAS, pursuant to Texas Local Government Code, Chapter 505.103, as amended, HEDC may spend corporate revenue for promotional purposes; and

WHEREAS, HEDC has determined that the Grant (hereinafter defined) to be made hereunder is required and suitable to be used for the promotional purposes;

WHEREAS, HEDC has determined that making an economic development grant to the Recipient in accordance with this Agreement will further the objectives of HEDC, will benefit the City and the City’s inhabitants, and will promote the City and HEDC throughout the Metroplex area;

NOW THEREFORE, in consideration of the foregoing, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Hutchins, Dallas County, Texas.

“Completion Date” shall mean the one (1) year anniversary from the Effective Date.

“Effective Date” shall mean the last date of execution hereof.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as an ongoing business, insolvency, appointment of receiver for any part of such Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean the date at which the obligations of the Parties as set forth in this Agreement are completed, or thirty (30) days after the Completion Date, whichever occurs first.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government, or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions, or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development promotional grant in an amount not to exceed Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00) for sponsorship of the Project to be paid by HEDC to Recipient as set forth herein.

“Marketing Materials” shall mean and include, but not be limited to, pre-and post-Project media releases; social media postings, media advertisements, mailings, flyers, newsletters, and other promotional materials; such materials shall identify HEDC as a sponsor of the Project.

“HEDC” shall mean the Hutchins Economic Development Corporation, a Type B economic development corporation

“Payment Request” shall mean a written request from the Recipient to HEDC for payment of the Grant funds accompanied by sponsorship levels outlining levels of participation from HEDC.

“Recipient” shall mean Cynthia Mickens Ministries, Inc., a Texas nonprofit corporation.

“Related Agreements” shall mean any agreement by and between the HEDC and/or City, and Recipient, or any of its affiliated or related entities.

ARTICLE II

TERM

The Term of this Agreement shall begin on the Effective Date and shall continue through the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III

ECONOMIC DEVELOPMENT GRANT

3.1 Subject to the continued satisfaction of all the terms and conditions of this Agreement and the obligation of the Recipient to repay the Grant pursuant to Article V hereof, HEDC agrees to provide the Recipient with the Grant to be Recipient to be paid in one (1) installment for the sponsorship of the Project. The Grant shall be paid by HEDC to Recipient within thirty (30) days after receipt of a payment request. Failure to submit the Payment Request for the Grant within thirty (30) days of the Completion Date shall operate as forfeiture of the Grant.

3.2 The Grant made hereunder shall be provided solely from lawful available funds. HEDC shall have no obligation or liability to pay any portion of the Grant unless HEDC appropriates funds to make such payment during the budget year in which the installment of the Grant is payable. HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Recipient. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of HEDC.

3.3 Notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay any Grants except as allowed by law. HEDC shall not be required to pay any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. The Grant shall be paid solely from lawfully available funds that have been appropriated by HEDC.

ARTICLE IV CONDITIONS TO ECONOMIC DEVELOPMENT GRANT

4.1 The obligation of the HEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by the Recipient of the terms and conditions of this Agreement and each of the following conditions:

- (a) Good Standing. The Recipient shall not have an uncured breach or default of this Agreement or any Related Agreements.
- (b) Project Implementation. Subject to events of Force Majeure, the Recipient shall cause the Project to be substantially complete by the Completion Date.
- (c) Payment Request. The Recipient shall, as a condition precedent to the payment of the Grant, provide the HEDC with the applicable Payment Request.
- (d) Marketing Materials. The HEDC and City of Hutchins logo shall appear in a prominent position on all Marketing Materials, and HEDC and City shall be listed as a sponsor in all Marketing Materials.
- (e) Project Promotion. The Recipient shall (i) identify HEDC as a sponsor for the Project and (ii) erect signage at Recipient's headquarters, located at 302 W. Palestine Street Hutchins, TX 75141, signifying HEDC as a sponsor of the Project.

ARTICLE V TERMINATION

5.1 This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) by HEDC, if the Recipient suffers an Event of Bankruptcy or Insolvency; or
- (d) by HEDC or the Recipient, respectively, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid or illegal.

5.2 In the event the Agreement is terminated by HEDC prior to the Expiration Date pursuant to Section 5.1(b), the Recipient shall immediately pay to HEDC any amounts paid to the Recipient by HEDC pursuant to Section 3.1 herein. This Section 5.2 shall survive termination of this agreement to the extent necessary for HEDC to collect repayment from the Recipient.

5.3 HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from the Recipient, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due HEDC has been reduced to judgment by a court.

ARTICLE VI MISCELLANEOUS

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of HEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Recipient, in satisfying the conditions of this Agreement, has acted independently, and HEDC assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement. The Recipient represents and warrants to HEDC that the Recipient is a duly formed, validly existing Texas Recipient in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day received as sent by courier or otherwise hand delivered.

If intended for HEDC, to:

With a copy to:

Guy Brown, Executive Director
Hutchins Community Development
Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If intended for the Recipient, to:

Cynthia Mickens Ministries, Inc.
Attn: Cynthia Mickens-Smith
302 W. Palestine Street
Hutchins, Texas 75141

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

6.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Recitals. The recitals to this Agreement are incorporated herein.

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 Employment of Undocumented Workers. During the term of this Agreement the Recipient agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Recipient shall repay the amount of the Grants and any other funds received by the Recipient from HEDC as of the date of such violation within 120 business days after the date the Recipient is notified by HEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Recipient is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Recipient or by a person with whom the Recipient contracts.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION,
a Texas Type B economic development corporation

By: _____
Guy Brown, Executive Director

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., General Counsel

EXECUTED this _____ day of _____, 2025.

CYNTHIA MICKENS MINISTRIES, INC.,
a Texas nonprofit corporation

By: _____
Cynthia Mickens-Ross, President