

**AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC
DEVELOPMENT CORPORATION AND THE JOSHUA AREA
CHAMBER OF COMMERCE**

THIS AGREEMENT BETWEEN THE CITY OF JOSHUA TYPE A ECONOMIC DEVELOPMENT CORPORATION AND THE JOSHUA AREA CHAMBER OF COMMERCE (“Agreement”) is entered into this day of _____, 2024, between the Joshua Area Chamber of Commerce (“JACC”), a Texas non-profit corporation, and the City of Joshua Type A Economic Development Corporation (“EDC”) and is made and executed on the following recitals, terms and conditions.

WHEREAS, the EDC is an economic development corporation operating pursuant to Chapter 504 (relating to Type A Corporations) of the Texas Local Government Code, as amended, and the Texas Non-Profit Corporation Act, contained in Chapter 22 of the Texas Business Corporations Act, as amended; and

WHEREAS, Section 504.102 of the Texas Local Government Code permits a Type A Corporation to enter into contracts with other corporations to carry out the objectives of the EDC; and

WHEREAS, the EDC Board of Directors has determined that providing this program expenditure to JACC in return for services to be provided by the JACC Executive Director will achieve the specific objectives outlined herein to promote new or expanded business development as well as business retention; and

WHEREAS, the City Council of the City of Joshua has approved the program expenditure and determined that the expenditure for services to be provided by JACC will promote new and expanded business development.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Agreement, EDC and JACC agree as follows:

SECTION 1

Objectives. The JACC Board of Directors agrees that the JACC Executive Director will work with City of Joshua and EDC staff to achieve the following objectives:

- A. Establish and strengthen relationships with local businesses and civic organizations by contacting businesses and civic leaders regularly to insure that the City is meeting their needs.
- B. Develop business retention strategies.
- C. Coordinate community events to promote local businesses as well as community spirit and pride.

- D. Work with the City's economic development consultant and City staff to promote and market the City of Joshua to prospective businesses.
- E. Assist in the recruitment of new development to the City.
- F. Assist in preparing information for and attend economic and community development related shows and seminars as directed by the EDC Board of Directors and the City Manager to promote the City of Joshua.
- G. Develop strategies to track commercial, industrial, and residential projects.
- H. Prepare and update City business listings semi-annually.
- I. Enter data related to development projects such as project scope and jobs created.
- J. Other duties include creating a list of available retail space, and a list of available commercial properties.

SECTION 2

Performance Measures. The JACC Executive Director will work with City of Joshua and EDC staff to develop performance measures specific to the objectives listed above. and will compile and track data to show whether the measures and objectives are being achieved. The Performance Measures to be used shall be submitted to the EDC Board of Directors for consideration and approval.

SECTION 3

Reports. The JACC Executive Director will provide monthly reports to the EDC regarding activities and progress towards the stated objectives. Reports are to be completed prior to the regular monthly meeting of the EDC Board of Directors, and presented during the regular monthly meeting of the EDC Board of Directors.

SECTION 4

Payments. The EDC agrees to pay JACC a quarterly payment of \$4,500.00 beginning on the effective date of this Agreement and ending on the termination date of this agreement unless the Agreement is renewed by the EDC and approved by the City Council of the City of Joshua.

SECTION 5

Term. This Agreement shall commence on the effective date herein stated and terminate twelve (12) months following the effective date unless the Agreement is

renewed by the EDC and approved by the City Council of the City of Joshua or terminated in accordance with Section 9 of this Agreement.

SECTION 6

Financial Records. JACC will maintain complete financial records of expenditures made with the use of EDC funds provided for in this Agreement. Upon request of any EDC Board Member, Joshua City Council Member, or Joshua City staff, JACC shall make such records available for review, inspection, and/or audit by the requesting party. JACC shall keep such records available for at least three (3) years after the termination of this Agreement, or as otherwise required by the Texas Records Retention Act. The general method of financial record keeping and reporting proposed by JACC to be used in complying with the objectives of this Agreement shall be submitted to and approved by the EDC Board of Directors. The sufficiency of detail of any activity or financial report required by this Agreement shall be determined by the EDC Board of Directors. Should an audit or decision of any court of competent jurisdiction in the State of Texas determine that funds provided under this Agreement have been spent improperly, JACC shall immediately return all said funds. Any such misuse of funds shall be considered a material breach of this Agreement and the EDC, at its sole option may immediately declare this Agreement null and void.

SECTION 7

Independent Contractor. The EDC has engaged JACC as an independent contractor, and JACC is not an officer, agent, or employee of the EDC or the City of Joshua. Subject to Section 8 of this Agreement, JACC may select and employ such persons as it may deem necessary to fulfill its obligations and responsibilities under this Agreement, and may use funds provided under this Agreement to do so. Said person shall be at all times employees of JACC and shall not be officers, agents, or employees of the EDC or the City of Joshua. The power to hire, manage, supervise, direct, and discharge such employees shall be vested solely and exclusively with JACC. The EDC and the City of Joshua will work closely with JACC, but shall not manage, supervise, or discharge said persons in the performance of their duties for JACC under this Agreement. Neither the EDC nor the City of Joshua shall be liable for any torts committed by JACC with regard to the operations and actions of JACC.

SECTION 8

Undocumented Workers. JACC certifies that JACC does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, JACC is convicted of a violation under 8 U.S.C. § 1324a(f), JACC shall repay the amount of the public subsidy, plus interest, provided under this Agreement not later than the 120th day after the date the EDC or City of Joshua notifies JACC of the violation.

SECTION 9

Default. If a party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail within thirty (30) days after delivery of written notice of such default from another party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

SECTION 10

General Provisions.

- A. **Parties in Interest.** This Agreement shall bind and benefit the EDC, the City of Joshua, and JACC and shall not bestow any rights upon any third parties.
- B. **No Obligation for Additional Funds.** Nothing in this Agreement shall place any obligation on any other funds or sources of revenue of the EDC or the City of Joshua. and nothing herein shall create any lien or other obligation on any other sources of income, revenue or funds of the EDC or the City of Joshua. The EDC or the City of Joshua, at its sole option, may further subordinate the obligations of the EDC hereunder to other current or future obligations of the EDC.
- C. **Ability to Contract with Others.** Nothing in this Agreement shall limit either party from contracting with other persons or organizations for economic development within the City of Joshua or its surrounding area.
- D. **Conflict of Interest.** No member of the EDC Board of Directors, the City of Joshua City Council, the Board of Directors of JACC nor any appointed officer or employee of the EDC, City of Joshua or JACC shall ever be pecuniarily interested, directly or indirectly, in this Agreement except on behalf of EDC, the City of Joshua, or JACC as an officer or employee. Any violation of this section with the knowledge, express or implied, of the person involved shall render this Agreement voidable by the EDC Board of Directors and the City of Joshua.
- E. **Assignment.** JACC may not assign this Agreement without the consent of the EDC and the City of Joshua. The EDC with the approval of the City of Joshua City Council may assign this Agreement or any part thereof to another entity at any time with notice to JACC.
- F. **Notices.** All notices pursuant to this Agreement shall be made in writing to the following officers or their successors or assigns:

EDC:

President
Joshua Type A Economic Development Corporation
101 South Main
Joshua, TX 76058

City of Joshua:

City Manager
City of Joshua
101 South Main
Joshua, TX 76058

JACC:

President
Joshua Area Chamber of Commerce

Joshua, TX 76058

- G. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or 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.
- H. **Force Majeure.** If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals or authorizations), injunction or court order, terrorist attacks, riots, insurrection, war, fire, earthquake, flood, epidemic or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- I. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.
- J. **Amendment.** This Agreement may only be amended, altered or revoked by written instrument signed by JACC and EDC.

**JOSHUA TYPE A ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Its President

Date: _____

ATTEST:

City Secretary
City of Joshua

**JOSHUA AREA CHAMBER OF
COMMERCE**

By: _____
Its President

Date: _____