

JOINT MEMBERSHIP SERVICES AGREEMENT
between
FORT WORTH CHAMBER and
REGIONAL ECONOMIC DEVELOPMENT PARTNER

THIS JOINT MEMBERSHIP SERVICES AGREEMENT (this "Agreement") is made and entered into on January 1, 2022, by and between the Fort Worth Chamber and regional economic development partners;

BACKGROUND

WHEREAS, The Fort Worth Chamber and the Regional Economic Development Partners are business advocacy organizations that represent their members with respect to economic development activities and are involved in related marketing, business retention and expansion, business attraction and other economic development related initiatives;

WHEREAS, The Fort Worth Chamber and the Regional Economic Development Partners desire to establish a mutually beneficial relationship and to develop and promote strategies, activities and programs to ensure that economic growth and prosperity is effectively coordinated and executed within the 6 county Fort Worth region;

WHEREAS, The Fort Worth Chamber is willing to provide the Regional Economic Development Partners access to services and benefits pursuant to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree to the following:

Section 1. Term of Agreement. This Agreement shall be effective for the period commencing January 1, 2022 and ending on December 31, 2022, or on such earlier date as this Agreement is terminated in accordance with the provisions of Section 12 of this Agreement. This Agreement is also subject to extension over a yearly basis at the discretion of both parties.

Section 2. Access to Services of the Fort Worth Chamber. During the term of this Agreement, the Fort Worth Chamber agrees to make available to the Regional Economic Development Partners the services by the Fort Worth Chamber (the "Services"). A description of the Services that are anticipated to be made available by the Fort Worth Chamber is set forth on attached EXHIBIT A, which is incorporated herein by reference. Notwithstanding anything in this Agreement, the Fort Worth Chamber reserves the right to change, modify, eliminate or cancel any of the Services with reasonable just cause, including budgetary constraints, and thirty (30) days written notification to the Regional Economic Development Partners.

Section 3. Regional Economic Development Partners. For purposes of this Agreement, subject to Section 4, the term "Regional Economic Development Partners" shall mean only those counties, cities, and towns that are public or quasi-governmental Investors of the Fort Worth Chamber that constitute or are within one of the following Texas counties (or other Texas counties approved from time to time by the Fort Worth Chamber): (a) Tarrant County, (b) Parker County, (c) Denton County, (d) Johnson County, (e) Ellis County, or (f) Wise County or within communities outside the Region approved by the Fort Worth Chamber Executive Board.

Section 4. City of Fort Worth and Tarrant County. Notwithstanding the provisions of Section 3 or anything else in this Agreement to the contrary, neither the City of Fort Worth nor Tarrant County shall be considered a Regional Economic Development Partner for purposes of this Agreement, unless the services provided for in this Agreement are not covered by separate contracts with the City of Fort Worth and Tarrant County. All such contracts with the City of Fort Worth and Tarrant County shall supersede this Agreement.

Section 5. Contributions by Economic Development Partners.

- a) In order to assist the Fort Worth Chamber in partially funding the Services, Regional Economic Development Partners to invest with and pay to the Fort Worth Chamber an annual funding level according to (EXHIBIT B).
- b) Notwithstanding the foregoing payments by the Regional Economic Development Partners, the Regional Economic Development Partners acknowledges that those amounts constitute a percentage of the funds that will be necessary in order to allow the Fort Worth Chamber to offer the Services. Accordingly, the ability of the Fort Worth Chamber to provide all of the Services identified in the scope of service will depend, in part, on its ability to meet its funding requirements from other available sources.
- c) Regional Economic Development Partners agrees to be a catalyst in the ongoing evolution of regional economic development activity within the Fort Worth Region.

Section 6. Computer Programs. During the terms of this Agreement, the Chamber will permit each Public Sector Member to access and use of the Fort Worth Chamber's web-based computer programs known as the "Business Retention and Expansion Program" (also known as Executive Pulse) (the "Programs"). Formal training for both programs will be conducted for Economic Development Partners annually. The Programs will be permitted to be used by the Regional Economic Development Partners as a regional tool and for their internal business purposes. To enable access to the Programs, the Fort Worth Chamber will provide each Regional Economic Development Partners with an individual login and password. The use of the Programs by the Regional Economic Development Partners will be subject to the terms of usage established by the Fort Worth Chamber from time to time in its sole discretion. The Fort Worth Chamber reserves the right to terminate the access of any Regional Economic Development Partners to the Programs at any time for any reason, including without limitation upon expiration or termination of this Agreement. Upon the Fort Worth Chamber's termination of a Regional Economic

Development Partner access, the Fort Worth Chamber may elect to provide the Regional Economic Development Partner with up to five (5) days to manually extract any data of the Regional Economic Development Partner on the Programs, although the Fort Worth Chamber shall not be obligated to do so. All programs are provided as-is and with all faults

Section 7. Confidential Information

a) "Confidential Information" means all business or technical information of the Fort Worth Chamber that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. Confidential Information also may include information owned, possessed or used by the Fort Worth Chamber that is communicated to, learned, developed or otherwise acquired by Economic Development Partners in connection with this Agreement or the Services (including but not limited to Information regarding the Fort Worth Chamber business operations, vendors, customers or computer systems, including software licensed from third parties, which is not generally known to the public.

b) Regional Economic Development Partners' obligations under this Agreement will not apply to any portion of the Confidential Information that: (i) at the time of disclosure to Economic Development Partners, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement; (ii) Regional Economic Development Partners had in its possession at the time of disclosure by the Fort Worth Chamber, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Fort Worth Chamber or with knowledge of confidentiality restrictions; or (iii) Regional Economic Development Partners subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to the Fort Worth Chamber.

c) If a Regional Economic Development Partners is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Economic Development Partners will give the Fort Worth Chamber prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Regional Economic Development Partners will cooperate fully with the Fort Worth Chamber in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Economic Development Partners will disclose only that portion of the Confidential Information that is legally required to be disclosed.

d) Regional Economic Development Partners acknowledges that the Fort Worth Chamber would have no adequate remedy at law should Regional Economic Development Partners breach its obligations under this Section and agrees that the Fort Worth Chamber will be entitled to enforce its rights under this section by obtaining appropriate equitable relief, including a temporary restraining order and an injunction. No delay or failure by the Fort Worth Chamber in exercising any right under this Agreement will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of this Agreement.

e) Regional Economic Development Partners shall ensure that any and all copies of the Confidential Information made by its display the Fort Worth Chamber's copyright, trade secret or other proprietary notices in such manner and location as to give reasonable notice of the rights of the owner thereof. Any and all copies of the Confidential Information made by Regional Economic Development Partners shall remain the sole and exclusive property of the Fort Worth Chamber.

Section 8. Termination.

a) Manner of Termination. This Agreement may be terminated (i) by mutual agreement of the parties at any time, (ii) by either party if the other party breaches any material term hereof and the breaching party fails to cure such breach within ten (10) days after receiving notice of such breach from the non-breaching party, and (iii) by either party for any reason, with or without cause, upon thirty (30) days prior written notice.

b) Return of Materials and Information. Upon expiration or termination of this Agreement, or at any time upon Regional Economic Development Partners' written request, Regional Economic Development Partners shall promptly return to the Fort Worth Chamber all copies of any Confidential Information or other data, records, information or materials provided or made available to Regional Economic Development Partners by the Fort Worth Chamber in connection with this Agreement.

c) Termination of Access to Programs. Upon expiration or termination of this Agreement, the Fort Worth Chamber may terminate all access of the Public Sector Investors to the Programs pursuant to Section 9.

(d) Survival. The provisions of Sections 10 and 11 hereof shall survive any expiration or termination of this Agreement.

Section 9. Limitation of Liability. The sole remedy of Economic Development Partners for any breach of this Agreement by the Fort Worth Chamber shall be the termination of this Agreement.

Section 10. (a). The Fort Worth Chamber makes no representations, express or implied, to Regional Economic Development Partners of any kind whatsoever regarding the services to be provided under this agreement, and the Fort Worth Chamber shall not be liable to Regional Economic Development Partners for any damages of any kind whatsoever under this agreement, including without limitation any direct, indirect, incidental, special, punitive or consequential damages, whether or not advised in advance of the possibility of such damages.

Section 11. Ownership Rights. Regional Economic Development Partners acknowledges and agrees that all rights, title and interest in and to the Programs and any other programs, systems, data, information and other materials furnished or made available to Regional Economic Development Partners by the Fort Worth Chamber or its affiliates hereunder are and shall remain the sole and exclusive property of The Fort Worth Chamber or its affiliates, and all such items shall be a part of the "Confidential

Information" of The Fort Worth Chamber or its affiliates subject to the provisions of Section II of this Agreement.

Section 12. Miscellaneous.

- (a) Entire Agreement. This Agreement sets forth the entire understanding between the parties concerning the subject matter hereof and supersedes all contemporaneous and prior negotiations, understandings and agreements with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions or understandings, whether oral or written, among the parties hereto relating to the subject matter of this Agreement other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, employee or agent thereof) to induce any other party to enter into this Agreement or to abide or consummate any transactions contemplated by any terms of this Agreement, except representations and warranties, if any, expressly set forth herein.
- (b) Amendments. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended at any time provided that such amendment makes specific reference to this Agreement and is executed in writing and signed by duly authorized representatives of both parties.
- (c) Severability. The provisions of this Agreement are severable and, in the event that one or more of the provisions are found to be inconsistent with legal requirement upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.
- (d) Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors and assignees. No third party (including any Public Sector Member) shall be a third-party beneficiary of this Agreement.
- (e) Assignment. This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party hereto.
- (f) Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (i) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (ii) sent by facsimile with confirmation of transmission by the transmitting equipment; or (iii) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses facsimile numbers or addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number or person as a party may designate by notice to the other parties):

If to the Fort Worth Chamber:

Fort Worth Chamber

777 Taylor Street, Suite 900

Fort Worth, Texas 76102

Attention: Brandom Gengelbach

If to Regional Economic Development Partners:

Economic Development Partner's Address

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. Regional Economic Development Partners hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in (_____) County, Texas, for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby.

(h) Nature of Relationship. Nothing in this Agreement shall be construed as creating an employer/employee relationship between the Fort Worth Chamber and any of the Regional Economic Development Partners' employees, contractors, representatives or agents. Economic Development Partners acknowledge and agree that: (i) Neither this Agreement nor the performance of the obligations of the parties hereunder is intended to be, shall be deemed to be or shall be construed to create the relationship of a partnership, association, joint venture or agency relationship between Regional Economic Development Partners and the Fort Worth Chamber; and (ii) Regional Economic Development Partners will not hold itself or its staff out as, nor claim to be, an officer, partner, joint venture, employee or agent of the Fort Worth Chamber.

(i) Headings. The headings contained in this Agreement have been inserted solely for convenience of reference and shall be of no force or effect in the construction or interpretation of the provisions of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

(k) Public Announcements. Public announcements and public communications relating to this Agreement and the transactions contemplated by this Agreement shall be released only with mutual consent of the parties hereto.

(l) Board Representation. Provided Regional Economic Development Partners meet/or exceed the baseline annual funding level of \$250,000 it will be eligible for one (1) seat on the Fort Worth Chamber Executive Board. Regional Economic Development Partners representation on the Fort Worth Chamber Executive Board of Directors shall be mutually agreed upon by the Regional Economic Development Partners and the Fort Worth Chamber.

EXHIBIT A: SCOPE OF SERVICES

Throughout this Joint Membership Agreement, the Fort Worth Chamber agrees to extend economic development related services and benefits provided to the Fort Worth Chamber investors as well as additional tools and services as defined below to those Regional Economic Development Partners. The general service and benefits are categorized into four main areas: proposal response and project management and general regional economic development services including business development, regional marketing, existing business outreach, and staff support of all of the above.

A) **Proposal Response/Project Management.** The Fort Worth Chamber will respond to initial project and proposal requests. The Fort Worth Chamber agrees to assist in the completion in a community post project and assist with business expansion.

B) **General Economic Development Services**

I. **Business Development and Marketing Services.** The Fort Worth Chamber agrees to continue an economic development marketing program. The purpose of the marketing program shall include establishing key business contacts seeking relocation or expansion and communicate the benefits and opportunities of the Fort Worth region; coordinating marketing activities with local, regional and state economic development agencies; and advancing an image to increase awareness nationally and internationally of the Fort Worth region as a desirable place to locate a business, work and live. The marketing program shall occur in selected geographic areas with the highest concentration of target opportunities, including but not limited to major domestic markets, Europe and Asia. The Fort Worth Chamber has outlined the following services to accomplish this objective:

- a) Develop collateral materials and a website page that identifies the Regional Economic Development Partners
- b) Execute business development activities that lead to qualified business opportunities (economic base projects that lead to capital investment and job creation)
- c) Convene and gather feedback quarterly from Regional Economic Development Partners to enhance and execute business development and marketing activities
- d) Provide relevant training and tools necessary for Regional Economic Development Partners members to assist in economic development efforts of the region
- e) Include Regional Economic Development Partners in efforts to market the region (1 Chamber paid trip per year subject to availability)
- f) Conduct media relations on behalf of the entire region to highlight business and economic development success
- g) Conduct advertising activities to promote the region as a business location (targeted publications, etc.)

II. **Regional Retention and Expansion Services.** The Fort Worth Chamber, with the support of Regional Economic Development Partners and other public and private sector entities, will provide support to create a platform for ongoing implementation of a formal existing business outreach program. The program is designed to achieve the following objectives:

- a) Prioritize outreach to existing economic base employers in the region based on a list of early warning indicators (economic growth/decline, change in ownership/management and other trends).
- b) Provide a standard for the Fort Worth Chamber team members and local partners to execute effective existing employer surveys/interviews.
- c) Provide and aggregate data from within the software system provided to all partners (Executive Pulse) or a system providing similar or superior value.
- d) Provide training and support as necessary to execute and aggregate data and extract meaningful information for policy makers and other local officials.

C) Regional Economic Development Partners Support

- a) The Fort Worth Chamber will provide staff support to convene and execute Regional Economic Development Partners operations (meeting support, member outreach and meeting planning), including supporting committees at the chair's request with meeting scheduling, attending meetings and appropriate follow up for the committees.
- b) The Fort Worth Chamber agrees to work collaboratively with Regional Economic Development Partners in order to maintain and expand Public Sector investment. These efforts can include initiating conversations, attending meetings and working actively to keep Public Sector Investors informed and engaged regarding the benefits of participating with the Regional Economic Development Partners under the parameters of this agreement.
- c) The Fort Worth Chamber will employ and train a regional staff to support the operations above and to properly manage the level of activity created through the activities conducted.
- d) The Fort Worth Chamber will provide links from the Fort Worth Chamber website to all Economic Development Partners and the Regional Economic Development Partners will do so in return.

EXHIBIT B: ANNUAL FUNDING LEVEL

POPULATION	DUES
Less than 10k	\$1,500
10k – 25k	\$2,500
25k – 50k	\$5,000
50k – 75k	\$7,500
75k – 100k	\$10,000
100k – 200k	\$15,000
200k – 500k	\$25,000
500k - 1M	\$50,000

**INDIVIDUAL REGIONAL ECONOMIC DEVELOPMENT PARTNER
SERVICES AGREEMENT**

PARTNER AGREEMENT (this "Agreement") is made and entered into on January 1, 2022, by and between the Fort Worth Chamber of Commerce ("FWC") and Regional Economic Development Partner ("REDP") named below;

BACKGROUND

WHEREAS, FWC and the REDP agree to the terms as stated in the Joint Membership Services Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in the Joint Membership Services Agreement, the parties hereto agree to the following:

Renewal: This Agreement will automatically renew on January 1. Any changes to amount and services will be communicated by December 1 of the previous year.

Partners: Each Partner will sign individual service agreements but services will be the same for all.

Payment: REDP agrees to pay FWC no later than March 1 in the amount of _____.

IN WITNESS WHEREOF, the parties have executed this document as of _____.

FWC

By: _____

Name: _____

Title: _____

REDP _____

By: _____

Name: _____

Title: _____