

**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 _____, 2025, 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 Organizational Code, 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 the City of Joshua and EDC staff to achieve the following objectives:

- A. **Business Engagement:** Establish and maintain relationships with local businesses by conducting outreach (e.g., quarterly business check-ins, networking events, and surveys) to assess business needs and challenges.

- B. **Business Retention Strategies:** Develop and implement at least one (1) annual initiative focused on retaining and supporting existing businesses, such as a "Shop Local" campaign, training workshops, or business mentorship programs.
- C. **Community Event Coordination:** Plan and execute at least three (3) annual community events that promote local businesses and foster community engagement (e.g., business expos, networking luncheons, holiday markets).
- D. **Marketing & Promotion:** Collaborate with the City's economic development consultant and staff to promote Joshua as a business-friendly community through digital marketing campaigns, social media content, and business spotlights.
- E. **Business Recruitment Support:** Assist the City in business recruitment efforts by providing up-to-date business directories, available commercial properties list, and market data to prospective businesses.
- F. **Data Collection & Reporting:** Maintain semi-annual business directory updates and track economic trends (such as new businesses, closures, and expansions) to support data-driven decision-making.
- G. **Development Monitoring:** Work with the EDC to track and report new commercial, industrial, and residential developments, ensuring the Chamber stays informed on growth and infrastructure needs.
- H. **Economic Development Education:** Attend and participate in at least two economic development-related conferences, workshops, or training programs annually to enhance local economic strategies.

SECTION 2

Performance Measures. The JACC Executive Director will work with City and EDC staff to establish performance measures, including metrics such as the number of business engagements, events hosted, marketing reach, and business support services provided. These measures will be presented to the EDC Board for approval and reviewed quarterly.

SECTION 3

Reports. The JACC Executive Director will submit a written report to the EDC before each regular monthly meeting. Reports shall include:

- Updates on business outreach and retention efforts.
- Summary of recent and upcoming Chamber events.
- Progress on economic development initiatives.
- Financial overview of how EDC funds were utilized.

SECTION 4

Term. This Agreement shall remain in effect indefinitely unless terminated by either party and is subject to the allocation of funds within the City of Joshua and the Type A Economic Development Corporation (EDC) budgets.

Payments. The EDC agrees to provide funding to JACC in the amount of \$18,000 annually, distributed in quarterly payments of \$4,500 in the months of April, July, October, and January, unless otherwise modified by mutual agreement.

The continuation of this Agreement and subsequent payments are contingent upon:

- The availability and allocation of funds by the EDC and the City of Joshua;
- JACC's fulfillment of the objectives and reporting requirements outlined in this Agreement; and
- A review of JACC's impact on business retention, promotion, and community engagement to ensure alignment with economic development goals.

Continuation. If at any time funding is no longer available or the EDC determines that modifications or termination are necessary, written notice shall be provided to JACC at least thirty (30) days prior to the next scheduled payment.

Either party may propose amendments to this Agreement to better align with evolving economic development priorities, subject to approval by the EDC Board of Directors and the City Council of Joshua.

SECTION 5

Financial Records. JACC agrees to maintain complete and accurate financial records in accordance with standard accounting practices. Upon request, JACC shall make these records available for review, inspection, and/or audit by any EDC Board Member, Joshua City Council Member, or designated City staff.

JACC shall retain financial records for a minimum of three (3) years after the termination of this Agreement or as required by the Texas State Library and Archives Commission Retention Schedule. The method of financial record-keeping shall be determined by JACC, provided that it allows for reasonable inspection and verification of expenditures related to this Agreement.

Should an audit or legal determination find that funds have been improperly used, JACC shall return the misused funds upon notification. Any such misuse shall be considered a material

breach of this Agreement, and the EDC may, at its sole discretion, declare this Agreement null and void.

SECTION 6

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 an employee of JACC and shall not be an officer(s), agent(s), or employee(s) 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, malfeasance or misfeasance committed by JACC with regard to its operations and actions.

SECTION 7

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 8

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 9

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.
- 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

- 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 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 the 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: _____