

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND THE CITY OF NEW BRAUNFELS, TEXAS**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL §

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "EDC", acting by and through its duly authorized officers, and the City of New Braunfels, Texas, a Texas municipal corporation, hereinafter called "CITY," acting by and through its officers:

W I T N E S S E T H:

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

WHEREAS, §501.007 allows the EDC to reimburse the City for all expenses incurred in providing the EDC with administrative, financial, and legal services; and

WHEREAS, upon the recommendation and approval by the Board on September 16, 2019, and the City Council on September 23, 2019, the EDC agreed to pay to the City \$167,500.00 annually for administrative support and professional services.

I.

All funds received by CITY from EDC as herein provided shall be expended solely for the purposes stated herein and in accordance with the following terms:

The EDC shall pay a total of \$167,500 to the City on a monthly pro rata basis which

includes 50% of the city's cost to retain the consulting services of the National Development Council.

II.

Administrative services the CITY shall perform for the EDC include:

- (1) Preparing and filing all reports required by the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Law (Business Organizations Code, §1.008), the Development Corporation Act;
- (2) Keeping all books and records required by the EDC's Bylaws;
- (3) Providing necessary staff to perform miscellaneous administrative services including preparation of forms, applications, public notices for projects, agendas, agenda reports, resolutions, and other necessary documents;
- (4) Preparing and timely processing of EDC's project applications, approval action by the Board and the City Council, execution of agreements;
- (5) Regularly attending Board meetings and making occasional Board or City Council presentations, as needed;
- (6) Negotiating and drafting project term sheets and performance agreements;
- (7) Preparing and presenting a budget for the EDC for the forthcoming year for review and approval by the Board and City Council;
- (8) Providing all necessary budgeting, auditing, accounting, analysis, professional support services and financial management, through the City Manager's Office and the Finance Department which may include consultants hired as necessary to complete EDC related tasks;
- (9) Auditing services by Finance Department and City Manager's Office to ensure contract compliance;
- (10) Providing for legal services through the City Attorney's Office, including outside legal consultants, to assist city staff in negotiating and drafting performance agreements, and provide legal guidance and opinions; and

- (11) Providing facilities for repository of records, office and conference space for meetings which includes a proportional charge for electricity, water, sewer, gas, heating and air conditioning, telephone, internet service, repair and maintenance for such facilities; and
- (12) Consulting services rendered by the National Development Council through the City.

III.

This agreement shall be renewed annually with the approval of the City's annual budget unless specific action is taken by the EDC and the City to change the terms of this agreement.

IV.

In the performance of this contract, CITY shall not discriminate against any tenant or customer because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

V.

It is expressed and understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the EDC.

VI.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

VII.

All communications between EDC and CITY shall be addressed to the President

of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130. Any communication to the CITY shall be addressed to the City Manager, 550 Landa Street, New Braunfels, Texas 78130.

VIII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

IX.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties relative to the funds made the basis hereof, and any other written or oral agreement with the EDC being expressly waived by CITY.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of _____, 2019.

NEW BRAUNFELS ECONOMIC
DEVELOPMENT CORPORATION

By: _____
R. Neal Linnartz, *President*

Date: _____

Jim Poage, *Corporate Secretary*

Date: _____

STATE OF TEXAS §

COUNTY OF COMAL §

Before me, _____, on this day personally appeared Roy Neal Linnartz, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Roy Neal Linnartz executed the same as the act of the New Braunfels Economic Development Corporation as its President, for the purposes and consideration therein expressed.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires:

STATE OF TEXAS §

COUNTY OF COMAL §

Before me, _____, on this day personally appeared Jim Poage, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Jim Poage executed the same as the act of the New Braunfels Economic Development Corporation as its Secretary, for the purposes and consideration therein expressed.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires:

City of New Braunfels

By: _____
Robert Camareno, City Manager

STATE OF TEXAS §

COUNTY OF _____ §

Before me, _____, on this day personally appeared Robert Camareno, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has the authority to bind COMPANY as executed the same as City Manager for the City of New Braunfels, Texas for the purposes and consideration therein expressed.

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires:
