

2. Legal Services: The LE EDC reserves the right to hire an attorney of its own choice and its own expense.

3. Financial Services: The Town agrees to provide through its Financial Department assistance and coordination with the EDC's accounting firm for budgeting purposes or as requested or needed, all audit services, as well as calculations of revenue for each of the designated TIRZ agreements, as needed. The EDC treasurer will have full oversight, control and approval of the EDC revenue and expenditures, as specified within Article III, Section 4, Article IV, Section 3-5 of the Bylaws.

4. Town of Little Elm Management Team: Town agrees to provide the services of the Town Manager, on as an as needed basis for meetings and consultation; as well as, Department Heads, and/or the Town Manager's designee(s) will provide liaison services between the Town staff, the LE EDC staff and its Board of Directors, and potential business prospects. Liaison services include review of all contracts and agreements, administrative oversight of development projects, assistance in setting agenda items, presentations to civic groups, council and business developers, and responding to inquiries of potential business prospects.

5. Miscellaneous Services:

- (a) The Town will or will cause American Fire System company or a company of their choice to inspect, maintain and monitor the fire extinguishers and fire sprinklers systems for facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town.
- (b) The Town will or will cause Town's Park staff or a company of their choice to mow and maintain the landscaping on facilities and land owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said maintenance for areas that include but not limited to, 199 Main Street and 104 Hardwicke Lane.
- (c) The Town will cause Texas Municipal League or a company of their choice to provide insurance on facilities owned by the LE EDC. The Town will either invoice or cause the LE EDC to be invoiced for said expense, of which the LE EDC will reimburse the Town for said insurance.
- (d) The Town will waive our cause to be waived all permit fees associated with buildings/facilities owned by the LE EDC.
- (e) The Town will oversee maintenance and repairs of all shared parking lots and masonry wall on LE EDC land/property located in the Lakefront. The Town constructed or caused said masonry wall and parking lots to be constructed, as depicted in **Exhibit A** (see attached), and shall cover all cost associated with said maintenance, including but not limited to cleaning, stripping and repairs.

In addition, the Town Manager's office shall provide secretarial and other clerical services, including, but not limited to, posting of meeting agendas and reservation of meeting rooms if needed.

ARTICLE II
SERVICES PROVIDED BY THE EDC THROUGH ITS EXECUTIVE DIRECTOR AND STAFF
ON BEHALF OF THE LE EDC BOARD OF DIRECTORS AND OTHER CONDITIONS AND
SERVICES

LE EDC does hereby agree to expend monies identified below for the purpose of performing administrative and executive functions for and on behalf of the LE EDC Board consistent with the Articles of Incorporation and Bylaws of said corporation as follows:

1. EDC Executive Director, EDC Staff, and Chamber Staff: The Executive Director of the EDC and Chamber and staff will be classified as an employee of the Town and shall receive all benefits available to all full-time employees of the Town. The Executive Director and staff will be subject to the same employee policies as all other employees of the Town, with the exception that the Executive Director will report directly to the EDC and Chamber Board of Directors; with the understanding that the Board of Directors may institute additional operational policy and procedures if they so choose; and staff will report directly to the EDC and Chamber Executive Director. The Town will provide the Executive Director with complete access to all office equipment, printers, phone systems, email and computer services that are provided to the Town Manager. The Town will provide staff with complete access to all office equipment, printers, phone systems, email and computer services necessary to conduct business in their work space. The Town will provide an office for the Executive Director and the same access level to all meeting rooms that are provided to the Town Manager, as well as work space for the staff.
2. EDC and Chamber Executive Director and Staff: The Executive Director and Staff is responsible for compliance with the Open Meetings Act and Public Information Act. The Executive Director will make sure that all LE EDC Board meetings will be conducted in compliance with all State laws. The Executive Director and staff of the Chamber of Commerce ("COC") is governed by and conducted according to the Revised Robert Rules of Order. The Executive Director will ensure that all LE COC Board Meetings are compliant with said rules.
3. Web Site Services: The LE EDC will be provided as much space as required on the Town's web site for placement of economic development information.
4. Town Logo: The LE EDC is authorized to use the Town Logo for its economic development purposes; modified to identify the EDC.

ARTICLE III
COMPENSATION

In consideration of the provision by Town to LE EDC of the services described in Articles above, LE EDC agrees to pay to Town the sum of \$30,000. It is agreed by the parties hereto

that the compensation described in this Article III is equal to the reasonable value of the services anticipated to be provided by Town to the LE EDC.

1. Payments: Payments to the Town for the services described herein shall begin October 1, 2021, and shall run with the term of this Second Amended Agreement. Payments and reimbursements shall be made by the LE EDC to the Town on an annual basis.
2. Use of Funds: It is expressly understood and agreed by LE EDC and the Town that all funds received from the LE EDC by the Town will be used solely for the purposes set out by the LE EDC Board in this agreement, its budget, and as directed by its Board as recorded in its official minutes.
3. Employees: All persons who are to provide services to the LE EDC as described herein are employees of the Town.

ARTICLE IV **TERM**

The term of this Second Amended Agreement shall be through September 30, 2031, and unless sooner terminated or extended by agreement of the parties hereto.

ARTICLE V **TERMINATION**

It is understood and agreed that either party may terminate this Second Amended Agreement at any time and for any reason whatsoever by giving the other party notice in writing of said termination at least ninety (90) days prior to termination. If this Second Amended Agreement is terminated by either party pursuant to the terms of this provision, LE EDC shall pay the Town for all services rendered up to the date of termination.

ARTICLE V **ASSIGNMENT**

This Second Amended Agreement may not be assigned or otherwise conveyed by either party without the prior written consent of the other party. The provisions of this Second Amended Agreement are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

ARTICLE VI **VENUE AND GOVERNING LAW**

In the event of any action under this Second Amended Agreement, venue for all causes of action shall be instituted and maintained in Denton County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Second Amended Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Second Amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended Agreement in the year 2024 and as of the dated indicated.

TOWN OF LITTLE ELM, TEXAS

LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION

Curtis Cornelious, Mayor

Ken Eaken, EDC President

Date

Date

ATTEST:

ATTEST:

Caitlan Biggs, Town Secretary

Jennette Espinosa, LEEDC Executive Director

Date

Date

Exhibit A
(map showing parking and wall location)