

**SHARED SERVICES
AGREEMENT**

THE STATE OF TEXAS '

' KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KENDALL '

 This Agreement made effective the _____ day of _____, 2024 by and between the CITY OF BOERNE, TEXAS, a home-rule municipal corporation located in Kendall County, Texas, hereinafter called CITY and DAS GREENHAUS, hereinafter called DGH, each acting herein by and through its duly authorized officers.

WHEREAS, the City by authority of its general governmental powers reserved to it under the Texas Constitution, has provided certain public funds for the accomplishment of a public purpose; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of General Funds for programs related to economic development and business development; and

WHEREAS, the City has adopted the 5-year Economic Development Strategy Plan for Boerne/Kendall County and included therein is a goal to specifically foster a startup ecosystem that is a model for the Texas Hill Country; and

WHEREAS, DGH is an organization with a mission to foster the community of innovators to grow Boerne and Kendall County's entrepreneurial vision; and

WHEREAS, DGH's mission is to help young businesses grow and succeed while providing a supportive environment where entrepreneurs can test their ideas and get started on their business; and

WHEREAS, DGH's function is to develop and sustain an environment that supports and promotes awareness, appreciation, education, and access to resources that allow development of

small business for entrepreneurs within the City and Kendall County as a whole; and

WHEREAS, The City seeks to drive sustainable economic growth, attract investment, and foster innovation and workforce development through partnerships with entities like DGH;

WHEREAS, DGH has established a co-working space and supports the local angel network to enhance the region's entrepreneurial ecosystem; and

WHEREAS, the City Council has found and determined that the above programs, services, mission and functions of DGH align with the City's economic and community development goals and accomplish a valuable public purpose for the residents of Boerne.

NOW THEREFORE:

The parties hereto agree as follows:

1. Purpose and Strategic Importance:
 - A. The City's goal is partnering with DGH is to drive job creation, foster economic diversification, stimulate innovation, and support workforce development. This partnership is intended to align with Boerne's strategic objectives, attract investment, retain local talent, and create a resilient business ecosystem that benefits the entire community.
2. Scope of Services and Expectations:
 - A. DGH shall continue to sustain and enhance its co-working space and support the angel network to foster a thriving startup ecosystem. Specific expectations include:
 - a. Entrepreneurial Support: Provide resources, mentorship, and networking opportunities that help startups develop, grow, and succeed.
 - b. Job Creation and Skill Building: Implement programs and workshops that contribute to job creation and workforce skill development, collaborating with local educational institutions for training and internship opportunities.
 - c. Investment Attraction: Maintain programs that attract venture capital and angel

investors, showcasing Boerne as a hub for innovation.

- d. Business Transition: Coordinate with BKCEDC to transition startups ready for expansion to more permanent spaces, ensuring a smooth handover process.
- e. Community Collaboration: Work harmoniously with community partners, including BISD, the Greater Boerne Chamber of Commerce, and BKCEDC, to avoid duplication of services and leverage each partner's strengths.
- f. Public-Private Partnerships: Pursue collaborative opportunities that align city resources.

3. Performance Metrics and Deliverables:

A. Quarterly Reports: DGH shall submit quarterly reports detailing:

- Number of startups incubated and supported
- Job creation statistics and workforce development outcomes
- Initiatives undertaken to attract investment and promote the angel network
- Activities conducted in partnership with local educational and business entities
- Transition updates for businesses moving to larger spaces with BKCEDC assistance

B. Annual Review: DGH shall provide an annual report by January 31st, 2025, summarizing all activities, performance metrics financials, and the impact on the local economy.

4. Non-Competition Clause:

A. DGH agrees to avoid duplicating services provided by community partners and shall focus on complimentary initiatives that align with the City's strategic economic development objectives.

5. Collaboration Requirements

A. DGH shall actively engage with stakeholders and partners to maximize the collective impact of programs, ensuring the City's strategic goals are met. This includes coordinating

events, participating in joint initiatives, and fostering relationships that enhance Boerne's business ecosystem.

6. DGH agrees that any funds paid to it by the City shall be used only in the performance of programs and services described above.

7. The City hereby agrees to pay DGH FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from the General Fund. Payment shall be made in one annual installment no later than December 31st, 2024.

8. Prior to any dispersal of funds, it must be determined that monies received from this agreement shall not constitute a plurality of DGH revenue for the current fiscal year.

9. It is expressly understood and agreed by and between the parties that DGH is hired and engaged as an independent contractor and is not an officer, agent or employee of the City.

10. It is understood and agreed by and between the parties that a fiduciary duty is created in the DGH with respect to expenditure of revenue provided in accordance with the approved proposal.

Therefore:

A. DGH shall provide to the City Manager periodic reports within thirty (30) days after the end of each three (3) month period beginning with the period ending December 31, 2024 on the activities that are conducted to benefit the City, and expenditures made hereunder, as well as an annual financial statement listing the expenditures made from the funds paid hereunder.

B. DGH shall maintain complete and accurate financial records of each expenditure of funds paid hereunder and, upon request of the City Council or City Manager shall make the records available for inspection and review.

11. This Agreement shall begin on the execution date hereof and shall continue in force until September 30, 2025. This Agreement may be terminated by the City upon thirty (30) days' notice for noncompliance with the terms of the Agreement.

12. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City Manager of the City of Boerne, City Hall, 447 N. Main, Boerne, Texas 78006.

13. No part of this Agreement may be assigned or delegated, and any attempted assignment of benefits or rights of delegation of duties or obligations shall be a breach of this Agreement.

14. This Agreement shall be subject to the laws and statutes of the State of Texas.

15. **INDEMNITY CLAUSE.** DGH agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the operations of DGH, its officers, agents and employees carried out in furtherance of this Agreement. It is the expressed intention of the parties hereto, both DGH and the City, that the indemnity provided for in this paragraph is also Indemnity by DGH to indemnify and protect the City from the consequences of the City's own negligence, where the negligence is a concurring cause of the injury, death, or damage.

16. It is expressly agreed that by executing this Agreement with DGH, the City does not bind itself in the future as to any action of the City Council in connection with the alteration repeal or amendment of the City of Boerne, Texas budget, fund allocation, or appropriation of funds, and in the event, for any reason, that the funds are not available, the City shall not be obligated under this Agreement to pay any funds of the City to DGH. It is also understood between the parties to the Agreement that in the event that no funds are available from the City of Boerne, Texas budget for any reason, this Agreement shall terminate, any provisions contained herein notwithstanding, and that DGH shall have no right or demand upon the City for funds payable under this Agreement if such funds are not available, for any reason.

17. Each party warrants and represents that it has approved this Agreement by motion duly adopted

at a meeting of its governing body by a majority of those present and voting and that the chief executive officer of each party is duly authorized to enter into this Agreement on behalf of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written

City of Boerne, Texas

By: _____
BEN THATCHER
CITY MANAGER

ATTEST: _____
LORI CARROLL
City Secretary

Das Greenhaus

By: _____
Director/President

ATTEST:
By: _____
Print Name: _____
Office Held: _____