

**CITY OF SUGAR LAND, TEXAS**  
**CHAPTER 380 BUSINESS SUPPORT PROGRAM AGREEMENT**

The City of Sugar Land, Texas, a Texas Home Rule Municipality, (“City”) acting by and through its City Manager in accordance with the authority delegated pursuant to Ordinance No. 2221 passed and approved on January 26, 2021, and \_\_\_\_\_ (“Business”), hereby enter into a Chapter 380 Agreement (“Agreement”) for the Business Support Program (“Program”).

**Purpose**

By adopting Ordinance No. 2221, the City Council established a Program to infuse resources to small businesses as they strive to sustain operations, support an environment of business innovation, expand placemaking initiatives to support businesses and commercial areas, and help businesses rebound from the COVID-19 pandemic and resulting economic impact.

**Project**

- A. Payment. The City will pay Business \$ \_\_\_\_\_ to be used as a credit to the Business. The City will then distribute such credit to the public in the form of Sweet Cash Vouchers.
- B. Sweet Cash Vouchers. The City will create and print \_\_\_\_\_ Sweet Cash Vouchers worth \$ \_\_\_\_\_ each. Such Vouchers will be distributed to the public by the City through three means: direct distribution to Fort Bend County residents in need of assistance, a consumer-focused “buy one get one” promotion, and promotional giveaways. An example of the Sweet Cash Voucher is attached to this Agreement as Exhibit A.
- C. Acceptance of Sweet Cash Vouchers. The Business will accept all Sweet Cash Vouchers issued by the City in conformity with the example attached as Exhibit A through close of business on December 31, 2022.

**Miscellaneous Provisions**

- A. Term. This Agreement begins on the date executed below and continues through December 31, 2022 or until such time all Sweet Cash Vouchers have been redeemed, whichever occurs first.
- B. No early Termination. This Agreement may not be terminated prior to the expiration date in paragraph A and Sweet Cash Vouchers that are in conformity with Exhibit A must be accepted. Failure to accept a valid Sweet Cash Voucher may result in the forfeiture of some or all of the funds provided to the Business under this Program and disqualification from future participation in the Program.
- C. Relationship of the Parties. This Agreement does not establish a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the City, nor its past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the Program or the Project.

D. Notices. Any notices sent under this Agreement must be sent via certified mail, return receipt requested to the addresses designated below.

If to City: \_\_\_\_\_

\_\_\_\_\_  
2700 Town Center Blvd. N.  
Sugar Land, Texas 77479

If to Business: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable that is as similar as possible in terms and substance as possible to the deleted provision.

F. Texas law to apply. This Agreement will be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in Sugar Land, Texas. Venue for any litigation arising under this Agreement will be in a court of competent jurisdiction in Fort Bend, County, Texas.

G. Amendments. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is reduced to writing and dated subsequent to the date of this Agreement and duly executed by the parties to this Agreement.

H. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party does not preclude or waive its right to use any and all other legal remedies. Said right and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

I. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the Program and supersedes any prior understandings or written or oral agreements between the parties relating to the Program.

Executed and effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**City of Sugar Land:**

**BUSINESS:**

\_\_\_\_\_  
Michael W. Goodrum, City Manager

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_  
Thomas Harris, III, City Secretary

APPROVED AS TO FORM:

DRAFT