

**INTERIM EXECUTIVE DIRECTOR SERVICES AGREEMENT BETWEEN
THE CITY OF BASTROP, TEXAS, & THE
BASTROP ECONOMIC DEVELOPMENT CORPORATION**

This Agreement is made between the City of Bastrop, Texas, (City), a home-rule municipality and the Bastrop Economic Development Corporation (Corporation), a non-profit Texas corporation created under the authority of section 4B of the Development Corporation Act of 1979, as amended and in compliance with Texas Local Government Code Section 501.007. In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Interim Executive Director Services.** The City shall provide the Corporation Interim Executive Director services (the “Services”) in consideration for forty-two thousand five hundred dollars (\$42,500.00) per year to be paid in equal monthly installments, plus an amount equal to the corresponding standard TMRS contribution, to be paid consistent with City direction.
2. **Interim Executive Director.** The City Manager shall serve as the Interim Executive Director.
3. **Review.** The City and Corporation shall review the services being provided herein after ninety (90) days to determine if an adjustment in consideration under this Agreement is required.
4. **Term & Termination.** This Agreement is effective from the Effective Date and continues in effect until a permanent Executive Director is hired or the Agreement is otherwise terminated by either party by giving the other thirty (30) days prior written notice of termination.
5. **Prior Agreement.** This Agreement supersedes and replaces any prior agreements between the parties.
9. **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
10. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity nor to create any legal rights or claim on behalf of any third party.
11. **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the parties.
12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or

provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

- 13. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.
- 14. **Assignment.** This Agreement may not be assigned without the prior written consent of the other party.
- 15. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Effective Date _____

CITY OF BASTROP:

BASTROP ECONOMIC DEVELOPMENT CORPORATION:

Connie Schroeder, Mayor

Ron Spencer, Chair

ATTEST:

ATTEST:

Ann Franklin, City Secretary

Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Charles E. Zech, General Counsel