

AGREEMENT FOR PROVISION OF EXECUTIVE DIRECTOR SERVICES  
BETWEEN THE CITY OF LA VERNIA AND  
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT, executed the \_\_\_\_th day of \_\_\_\_\_, 2024, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as “City”), and the La Vernia Municipal Development District (hereinafter referred to as “MDD”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide executive director services to the MDD as follows:

1. The City agrees to employ an individual to serve as Executive Director for the MDD (“Director”).
2. The Director’s salary shall be set by City Council subject to approval by the MDD with the MDD being responsible for the percentage of the salary attributable to the percentage of the employee's time spent overseeing MDD business.
3. The Director shall be entitled to all benefits of being an employee of the City.
4. The Director shall be subject to the City’s Personnel Policy.
5. The Director shall receive oversight from the City Administrator.

II.

Subject to the MDD continuing to contract with the City for executive director services, the MDD will pay to the City the actual costs attributable to the employment of the Director. The actual costs attributable to the employment of the Director shall be determined during the City’s budget process and shall be reimbursed to the City with payments due to the City on or before the 10<sup>th</sup> day after receipt of the written invoice IN ACCORDANCE WITH THE PROVISIONS LISTED ABOVE.

In the event of the termination of the Director, the MDD will be responsible for paying the City only that portion of the cost actually incurred by the City before termination subject to Section III herein.

III.

The MDD further agrees to pay the City for any and all costs and expenses associated with the employment of the Director including but not limited to any claims or lawsuits brought by the Director against the City or the MDD and claims or lawsuits naming the Director as a defendant or otherwise as a liable party by a third party.

IV.

This Agreement shall be in effect for a period of one year from the date of its execution as stated above. This Agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement or upon the Director's termination with the MDD.

V.

This Agreement may be terminated by the City at any time by providing the MDD thirty (30) days' notice.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

LA VERNIA MUNICIPAL  
DEVELOPMENT DISTRICT

CITY OF LA VERNIA, TEXAS

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Dianell Recker  
President

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Martin Poore  
Mayor