

**EXECUTIVE DIRECTOR OF ECONOMIC DEVELOPMENT  
EMPLOYEE AGREEMENT BY AND BETWEEN  
WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF WOLFFORTH**

This Employee Agreement (the “Agreement”) is made by and between the **WOLFFORTH ECONOMIC DEVELOPMENT CORPORATION** (the “WEDC”) and the **CITY OF WOLFFORTH** (the “City”) (collectively referred to as the “Parties”).

**WITNESSETH:**

WHEREAS, the City of Wolfforth created the Wolfforth Economic Development Corporation which is a Type B economic development corporation under the Development Corporation Act;

WHEREAS, the purpose of the WEDC is to facilitate the promotion and development of new and expanded business enterprises and of job training within the City of Wolfforth and in its extraterritorial jurisdiction;

WHEREAS, the City of Wolfforth and its surrounding area have experienced increased residential and commercial growth over the last several years;

WHEREAS, the Parties agree that it is necessary to employ a full-time employee to effectively promote economic development for the City of Wolfforth;

WHEREAS, the Parties agree to the functions of such employee as set forth in the Job Description attached hereto as Exhibit A; and

WHEREAS, the City and WEDC agree to split the salary and benefits for a full-time executive director of economic development.

NOW THEREFORE, the WEDC and City, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do agree as follows:

**1. Financial Commitments of the Parties**

**1.0** The WEDC will be responsible for 70% of the annual costs in employing a full-time executive director of economic development (the “Director”).

**1.1** On or before September 1 of each year during this Agreement, the City will provide to the WEDC the employment costs for the Director for the next fiscal year. The employment costs will include salary, retirement, health and other insurances as provided to City employees, and other

benefits as set forth in the Wolfforth Personnel Policies. The WEDC will include 70% of such employment costs in its budget for the fiscal year following the receipt of the costs from the City.

**1.2** The WEDC will pay such approved costs to the City after October 1 and on or before October 31 of each year during the term of this Agreement.

**1.3** The City shall provide office space for the Director at the Wolfforth City Hall during this Agreement.

**1.4** The Director will be an employee of the City of Wolfforth. The City Manager will be the Director's direct supervisor.

**1.5** The Director will utilize office furniture previously purchased by the WEDC. The WEDC shall be responsible for any additional computer and office equipment needed by the Director.

**1.6** The City will be responsible for office supplies like paper and pens.

**1.7** The WEDC will be responsible for reimbursement of expenses and costs of training for Director in accordance with the City Personnel Policies.

~~**1.8** (Existing language to be struck). The City acknowledges that the appointment and overall job performance of the Director is pertinent to the function and success of the WEDC and agrees to provide the WEDC with reasonable opportunity to provide input regarding the Director.~~

**1.8 (New language).** The Director reports to and is under the sole supervisory authority of the City Manager. The City affirms that the Director's appointment and overall job performance remain essential to the effective operation and success of the WEDC, specifically the implementation of the Economic Development Strategic Plan (the "Plan").

Per the Plan, the Director will provide quarterly updates specifically pertaining to progress toward Plan goals and outcomes to the Board and the Board will have the opportunity to provide whatever feedback they feel is appropriate at that time.

If, at any point, the Board identifies concerns regarding the level of progress toward Plan goals and outcomes, the Board shall communicate those concerns to the City Manager through the WEDC Board President and Vice President.

## **2. Term and Termination**

**2.0** This Agreement shall become effective upon its execution by both Parties and shall continue until September 30, 2023 (the "Initial Term"). This Agreement shall automatically renew on October 1 of each year for a period of one (1) year ("Subsequent Terms"). This Agreement may only be terminated by either Party by providing written notice to the other Party on or before July 1 of either the Initial Term or a Subsequent Term.

### **3. Amendment or Modification**

**3.0** Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of every party hereto, executed by authorized representatives of each Party to this Agreement.

### **4. Authority**

**4.0** Each individual executing this Agreement on behalf of the Parties hereto represents that that individual has the authority from the governing body or board of the entity that individual represents to execute this Agreement on behalf of that entity.

### **5. Miscellaneous**

**5.0** Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement, without regards to conflicts of law provision.

**5.1** Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns; provided however, that neither Party hereto may assign or transfer any of its rights or obligations hereunder.

**5.2** Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all Parties thereto.

**5.3** Waiver. A waiver by either party of a breach of any of the terms or provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

**5.4** Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic mail confirmed by mailing written conformation at substantially the same time as such electronic mail, or personally delivered to an officer of the receiving Party at the following addresses:

**CITY:**

City of Wolfforth  
Attn. Mayor  
302 Main Street  
Wolfforth, TX 79382

**WEDC:**

Wolfforth Economic Development Corporation  
Attn. President  
302 Main Street  
Wolfforth, TX 79382

**5.5** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full

force without being impaired or invalidated in any way.

**5.6** Venue. This Agreement is made and entered into in Lubbock County, Texas, and venue for all purposes shall be in Lubbock County, Texas.

**THE CITY OF WOLFFORTH, TEXAS**

**WOLFFORTH ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Charles Addington, II, Mayor

By: \_\_\_\_\_  
Joel Robinette, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT