

AGREEMENT FOR INTERIM <POSITION>

State of Texas

County of _____

For good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, this agreement is made by and between the City of _____, Texas, a Texas Municipal Corporation (hereinafter referred to as the "City") and Texas First Group LLC, (hereinafter referred to as "Texas First Group").

Texas First Group shall provide personnel appropriate to handle the responsibilities of Interim _____ of the City. As an incident to such responsibilities, the person or persons assigned by Texas First Group shall have all powers and duties as set forth in the City Charter, City Ordinances, City Policy, and State law and as further delegated by the Mayor and City Council. The parties anticipate that _____ shall initially handle the Interim _____ responsibilities during the term of this agreement. The parties agree and acknowledge that Texas First Group, _____ and any other individual assigned by Texas First Group to provide services under this agreement may continue professional consultation work for other clients during the term of this agreement, and further agree and acknowledge that time spent on such consultation will not be billed to the City. Should Texas First Group determine that it is necessary to assign someone other than _____ to handle the Interim _____ responsibilities during the term of the agreement; the Mayor and City Council shall have the right to approve the replacement.

Texas First Group acknowledges that its provision of services is at the discretion of the Mayor and City Council and that the Mayor and City Council may terminate this agreement at their discretion at any time, with or without cause. The hours of the work week for the Interim _____ shall be determined by the Mayor and City Council, and any hours billed to the City will be as agreed upon between the two parties

In consideration of its agreement, the City shall 1) Pay to Texas First Group the sum of \$_____ per hour for its services, with a minimum billing increment of thirty (30) minutes; 2) Reimburse Texas First Group for any direct expenses incurred by the Interim _____ in connection with providing services performed for the City at City's request; 3) Provide housing for _____ during the term of this agreement, and 4) Pay automobile mileage (at the current IRS rate) for roundtrip commuting each work day for _____ to/from his/her home in _____ as well as for the use of his/her car for city business. If an individual other than _____ is assigned to act as Interim _____ as provided above, any similar reimbursement will be as agreed by the parties.

Texas First Group will provide a billing statement to the City on a bi-weekly basis and such billing statement will be due and payable upon receipt thereof by the City.

In the event that the City permanently hires the person placed by Texas First Group to perform the services pursuant to this agreement for the position described in this agreement or within sixty (60) days of the termination of the agreement, the City agrees to pay a one time additional consulting fee to Texas First Group in an amount equal to ten percent (10%) of the annualized salary of the full time position being filled by the person performing interim services pursuant to this agreement.

The parties agree that the person named above to handle the Interim _____ duties for the City, or any other individual serving in that capacity with the City through Texas First Group, will be serving in the capacity of a public official for the City. To the extent permitted by law, the City hereby agrees to indemnify and hold harmless _____, _____, and /or Texas First Group, and its owners, Karen and Joe Dickson and/or any other individual serving as the Interim _____ under this Agreement from and against any and all claims, causes of action, damages, losses, and/or costs, including reasonable attorneys' fees and expenses, resulting from or arising out of the services provided to the City pursuant to this Agreement to the extent such liability or costs are covered under any existing insurance policy or coverage under an interlocal agreement providing liability coverage to the City officials and employees while acting within the scope of their employment with the City. City agrees to obtain an endorsement to its insurance policy or interlocal agreement to provide coverage for the Texas First Group, and its owners, Karen and Joe Dickson.

City will provide workers' compensation coverage for the Interim _____ while in the scope of performing services under this agreement.

Notices to the parties shall be directed as follows:

To the City: Mayor _____
City of _____, Texas

To Texas First Group: Joe Dickson, Manager
Texas First Group LLC
13515 Feldspar Dr.
Austin, TX 78729

The parties specifically reserve the right to designate other addresses for notices in writing from time to time.

This agreement constitutes the full and complete agreement of the parties, and all other prior and/or contemporaneous agreements between the parties have been merged herein. Any future amendment of this agreement shall be in writing and shall require the written consent of both parties.

This agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Texas and of the United States. The parties agree and consent to the jurisdiction of and venue in the District Courts of _____ County, Texas, and of the United States District Court for the _____ District of Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions among the parties with respect to the subject matter hereof.

The parties further agree that such courts shall be the exclusive forums for the resolution of any actions among the parties with respect to the subject matter hereof.

EXECUTED in duplicate originals to be effective on the _____ day of _____, 2023

City of _____, Texas



Joe Dickson, Manager
Texas First Group LLC

Attest: _____
City Secretary