

RESOLUTION NO. R-2025-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT FOR THE PROVISION SUPPORT SERVICES BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION ("BEDC"); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, in order to fulfill its public purpose in advancing qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain administrative services and support, including without limitation, financial, bookkeeping, records management, office space, utility use, custodial services, information technology, and employee benefit services and support; and

WHEREAS, the BEDC had found that administrative expenses are included within the term "cost" with respect to qualifying projects and are, therefore, authorized expenditures, as provided by Texas Local Government Code § 501.152; and

WHEREAS, after careful evaluation and consideration by the City Council, it has determined that these services and support can be provided most beneficially, efficiently and economically by the City of Bastrop, BEDC's authorizing unit, under a service agreement by and between the parties as attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City is prohibited under Texas Local Government Code § 501.007 from granting public money or another thing of value (i.e., services) in aid of the BEDC; and

WHEREAS, pursuant to the terms of the Agreement and in exchange for the necessary services and support, the BEDC will compensate the City of Bastrop \$25,000 per year during the term of the Agreement for the cost of providing said services and support.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

SECTION 1. That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and, further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of February 2025.

CITY OF BASTROP, TEXAS

APPROVED:



John Kirkland, Mayor Pro Tem

ATTEST:



City Secretary
for Victoria Bencik, Assistant City Secretary

APPROVED AS TO FORM:



City Attorney



**SUPPORT 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. **Support Personnel & Services.** The City shall provide the following personnel and services necessary to support the operations of the Corporation on a cost-of-service basis for the following:

- a. **Information Technology**

- (1) software licenses, computer, and other peripheral support.
 - (2) internet and telephone communications.
 - (3) technology supplies including hardware and software acquisition, software licenses, internet access, technology maintenance.

- b. **Human Resources**

- (1) The City will coordinate with the Corporation and provide identified human resource assistance and technology assistance services. The scope of the human resource service will include common and typical human resource services of staffing support, job posting, applicant screening and processing.
 - (2) Corporation personnel shall be extended all the same payroll and insurance benefits available to City of Bastrop employees.

- c. **Finance**

- (1) The City will maintain the financial information, accounts, and records of the Corporation, invest the Corporation's funds according to the City's adopted investment policy, assist in the preparation of the Corporation's proposed annual budget, provide payroll services, and provide similar routine financial services to the Corporation.
 - (2) The City will provide for the annual audit of the Corporation's accounts and its financial condition by contracting with the same auditing firm that audits the City's accounts.

2. **Facilities.** The City will provide office space, meeting rooms, telephone, technology, utilities, and communications equipment associated with the offices and meeting rooms, for the use of the Corporation in its day-to-day activities. The Corporation shall be given priority scheduling for its regular Board meetings and additional meeting space shall be provided as requested by the Corporation consistent with the City's available resources and the City's schedule for use.

3. **Administration of Capital Improvement Projects.** Capital Improvement Projects are

projects authorized to be funded pursuant to Texas Local Government Code Chapter 501.103(1), those being streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements, that upon completion and inspection will be dedicated to the City for public use and maintenance. For purposes of this Agreement, Capital Improvement Projects fall under two categories:

- a. **Developer-Initiated:** Capital Improvement Projects that are part of a developer-initiated project where the developer is not responsible for constructing the Capital Improvements. The City shall be responsible for the procurement and construction of such Capital Improvement Project. The Corporation shall pay the City a management fee for managing the project in the amount of five percent (5%) of the total project cost. This fee will be billed to the Corporation quarterly and a true-up will be performed at the end of the project. The City shall, on a time frame reasonable for the project, keep the Corporation informed of the progress of the project. Excess costs may be paid by the Corporation assuming available funding.
 - b. **City-Initiated:** Capital Improvement Projects that are initiated by the City for funding by the Corporation. The City and the Corporation shall negotiate and execute a Capital Improvement Project management agreement for each project, which shall set out the roles of the parties and Corporation consent related to managing costs, providing notifications of change orders, price increases, and other related issues. No management fee shall be charged to the Corporation by the City for the City managing these projects.
4. **Miscellaneous Services.** The Corporation may request, and the City may choose to provide, any other support services of a type that are generally provided by the City in its day-to-day operations.
5. **Support Services Expenditures.** The following amounts shall be paid by the Corporation to the City for services provided under this Agreement:
 - a. **Costs of Materials & Supplies.** Upon being presented receipts for expenditures by the City, the Corporation shall reimburse the City's actual costs of providing supplies and materials requested to be provided to the Corporation under this Agreement.
 - b. **City Support Service & Facilities Fees.** For facilities, human resource services, technology assistance services, financial services, office space, utilities, and custodial services, the Corporation will pay the City twenty-five thousand dollars (\$25,000.00) per year, to be transferred in equal monthly installments. Corporation will pay the City within thirty (30) days of receipt each invoice.
 - c. **Benefits.** The Corporation will reimburse the City the actual cost of, or a set allocation of shared costs for, employment benefits received by Corporation employees, which shall be posted directly to the Corporation's accounts as processed and paid by the City.
 - d. **Audit Services.** The Corporation will reimburse the City ten percent (10%) of the actual

cost of the City's Audit, to be invoiced as incurred by the City.

- e. **Miscellaneous Services.** If services are requested by the Corporation from the City that are outside the scope of those listed in this Agreement, the Corporation will be responsible to pay the City for those actual costs for services provided by the City within thirty (30) days of receipt of the invoice.
- 6. **General Administrative Authority.** In providing services to the Corporation under this Agreement, including the purchase of supplies or equipment, the acquisition of services, the payment of contracts, bills, and debts of the Corporation, the City Manager and employees of the City responsible for providing those services have the same authority to take the administrative action necessary on behalf of the Corporation to provide the services under this Agreement as they have in providing comparable services to the City, as of the date of this Agreement, except as provided otherwise in this Agreement, state law, the Corporation's certificate of formation or bylaws.
- 7. **Term & Termination.** This Agreement is effective from the date approved by both parties and continues in effect for consecutive one-year terms until terminated by either party giving the other thirty (30) days prior written notice of termination.
- 8. **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. **Gender, Number & Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to

include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

- 14. 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.
- 15. Assignment.** This Agreement may not be assigned without the prior written consent of the other party.
- 16. 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.

CITY OF BASTROP:


Sylvia Carrillo (Feb 14, 2025 13:41 CST)
Sylvia Carrillo, City Manager
14/02/25, 2025

BASTROP ECONOMIC DEVELOPMENT CORPORATION:


Ron Spencer, BEDC Board Chair
_____, 2025

ATTEST:


Victoria Psencik, Assistant City Secretary

ATTEST:


Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



BEDC Counsel