

**EXHIBIT**  
**"A"**

**ADMINISTRATIVE SERVICES AGREEMENT BETWEEN  
THE CITY OF ROUND ROCK AND THE  
ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION**

This Administrative Services Agreement Between the City of Round Rock and the Round Rock Transportation and Economic Development Corporation (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Round Rock (the "City") and the Round Rock Transportation and Economic Development Corporation (the "TED Corp."). The City and TED Corp. are sometimes collectively referred to herein as the "**Parties**".

**WHEREAS**, as set forth in TED Corp.'s Articles of Incorporation, the Bylaws, and in Chapter 505 of the Texas Local Government Code (the "Code"), the purpose of said corporation is to promote economic development within the City in order to eliminate unemployment and underemployment and to promote and encourage employment and the public welfare by approving authorized projects; and

**WHEREAS**, §505.102 of the Code provides that the TED Corp. may contract with another party to assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by Chapter 505; and

**WHEREAS**, the Bylaws of the TED Corp. provide that it may contract with any qualified and appropriate person or governmental entity to perform and discharge designated tasks which will aid or assist the TED Corp. in the performance of its duties; and

**WHEREAS**, the Bylaws provide that the TED Corp. shall execute an administrative services contract with the City for the services provided by the general manager, finance, manager, secretary, and other City services;

**NOW THEREFORE**, premises considered; the Parties agree to enter into this Agreement as follows:

**ARTICLE I**  
**TED CORP.'S PURPOSE**

**Section 1.01. TED Corp.'s Purpose.** TED Corp.'s purpose is to promote economic development within the City in order to eliminate unemployment and the underemployment, and to promote and encourage employment and the public welfare of the citizens of the City, as provided in Chapter 505 of the Code, and the TED Corp.'s Articles of Incorporation and Bylaws. In furtherance of its purpose, TED Corp. will consider and approve projects that meet the requirements of Chapter 501 and 505 of the Code.

**ARTICLE II**  
**CITY'S ADMINISTRATIVE SERVICES**

**Section 2.01. City's Administrative Services.** Subject to the authority and approval of the City Manager, the City shall provide TED Corp. with administrative services provided by the City Manager and the Administration Department; the City's CFO and Finance Department, the City Clerk's Office, the City's Transportation Department, the City's Utility Department and other City services and functions.

**Section 2.02. Project Management Services.** In addition to general administrative services, for projects approved by TED Corp., the City agrees to provide project management services including, design and engineering, surveying, land acquisition, bidding, and construction management and inspection.

**ARTICLE III**  
**CITY'S COMPENSATION**

**Section 3.01. City's Compensation.** The TED Corp. agrees that it shall pay to the City reasonable compensation for the City's administrative services provided herein.

**Section 3.02. TED Corp.'s Budget.** Each year, the City shall prepare and propose to the TED Corp. an annual budget of the expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall include one or more line items for the estimated compensation for the City's administrative services. The budget is subject to the approval of the City Council.

**Section 3.03. Budget Amendments.** In the event that the budgeted amounts are insufficient to adequately and reasonably compensate the City for its administrative services, the Parties shall approve amendments to the budget in order to provide adequate and reasonable compensation to the City.

**ARTICLE IV**  
**EFFECTIVE DATE AND TERM**

**Section 4.01. Effective Date.** The "Effective Date" of this Agreement shall be the first day of January, 2023.

**Section 4.02. Initial Term of Agreement.** Unless sooner terminated in accordance with Section 4.04 of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall continue in effect until the 31st day of December, 2027.

**Section 4.03. Automatic Renewal.** A year before the end of the initial term (the 31st day of December, 2026) and each year thereafter, unless any Party shall have given written notice of termination to the other Parties prior to said annual date, the term shall automatically renew such that the balance of the term remains two (2) years. Receipt by any Party of the aforesaid written notice shall serve to terminate the automatic renewal provisions and this Agreement shall remain in effect for the remainder of the term then outstanding.

**Section 4.04. Termination or Cancellation.** Except as provided above and with this Section, this Agreement may only be cancelled or terminated upon mutual consent of the Parties.

If either Party defaults in the performance of this Agreement, or materially breaches any of its provisions, the defaulting Party shall have thirty (30) days after delivery of written notice of such default within which to cure such default. If the defaulting Party fails to cure its default within such period of time, then any non-defaulting Party shall have the right without further notice to terminate this Agreement.

**ARTICLE V**  
**MISCELLANEOUS PROVISIONS**

**Section 5.01. Relationship of Parties.** Nothing contained herein shall be deemed or construed to create any partnership, joint venture, or other association between the City and TED Corp.

**Section 5.02. Amendment.** This Agreement may not be altered, waived, amended or extended except by an instrument in writing approved by the Round Rock City Council, and the TED Corp. Board of Directors.

**Section 5.03. Notice.** Any notice required by this Agreement shall be sent to the following:

To the City:

City of Round Rock  
City Manager  
221 E. Main St.  
Round Rock, Texas 78664

With copy to:

Stephanie L. Sandre  
City Attorney  
309 E. Main St.  
Round Rock, Texas 78664

To the TED Corp.

Round Rock Transportation and Economic Development Corporation  
President, Board of Directors  
221 E. Main St.  
Round Rock, Texas 78664

**Section 5.04. Applicable Law.** This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas. Venue for any proceeding to enforce this Agreement shall be in Williamson County, Texas.

**Section 5.05. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 5.06. Non-Appropriation.** The obligation of the City and/or TED Corp. for payment and any other monetary obligations under this Agreement are each subject to an appropriation and, accordingly, (a) shall constitute a current expense of the City and/or TED Corp. in the fiscal year to which an obligation applies and (b) shall not constitute an indebtedness of the City and/or TED Corp. within the meaning of any applicable governmental rule. Nothing herein shall constitute a pledge by the City and/or TED Corp. of any funds, other than funds designated pursuant to lawful appropriations from time to time to pay any money or satisfy any other monetary obligation under any provision of this Agreement.

**IN WITNESS WHEREOF**, of this Agreement is entered into as of the date first set forth above.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Attest:

\_\_\_\_\_  
Meagan Spinks, City Clerk

For City, Approved as to form:

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**Round Rock Transportation and Economic Development Corporation**

By: \_\_\_\_\_  
Craig Morgan, President

**For TED Corp., approved as to form:**

\_\_\_\_\_  
Stephan L. Sheets, Corporation Attorney