

AGREEMENT FOR PROVISIONS OF PROFESSIONAL SERVICES  
BETWEEN THE CITY OF SCHERTZ AND  
THE CITY OF SCHERTZ ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE

THIS AGREEMENT, executed the \_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF SCHERTZ, a municipal corporation, acting by and through its City Council, situated in Guadalupe County, Texas (hereinafter referred to as “City”), and the City of Schertz Economic Development Corporation, a Texas non-profit industrial development corporation (hereinafter referred to as “SEDC”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the SEDC according to the terms of this agreement. Direct services the City shall perform for the SEDC shall include:

1. Providing Salary, workers’ compensation, health, and retirement expenses for City employees assigned to the SEDC.
2. Preparing all financial and investment reports and keeping all financial books and records required by applicable law.
3. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
4. Providing all necessary budgeting, accounting, financial management and investment management through the City’s Finance Department.
5. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
6. Providing for a repository of records, office and conference space.
7. Providing technology support of hardware, software and phone systems through the City’s Information Technology Department.
8. Providing automotive support of vehicles through the City’s Fleet Department.

9. Providing for legal services through the City Attorney's office at the rate that those services are provided to the City.
10. Providing for commercial insurance, communication equipment and services, and office equipment products and services at the rate that those products and services are provided to the City.
11. Providing for financial auditing services through the Finance Department at the rate that those services are provided to the City.
12. Provide an executive level presence in area Chambers of Commerce through the City Manager and/or his/her designee for marketing Schertz as preferred location for new and expanded business opportunities.
13. Providing executive and administrative support, review and oversight by the City Manager.

It is understood and agreed that access to City staff resources by the SEDC is secondary to the needs of the City Council of the City of Schertz.

## II.

Subject to the SEDC continuing to contract with the City for management services, the SEDC will pay to the City for its services pursuant to this agreement, in the form of a flat fee (the Service Fee) in the amount of four hundred sixty-one thousand six hundred thirty-six and zero cents (\$461,636.00) per year. Said amount to be paid in two equal payments on October 1, 2019 and April 1, 2020.

The SEDC will directly maintain the memberships necessary for the City to provide an executive level presence in area Chambers of Commerce through the City Manager and/or his/her designee for marketing Schertz as preferred location for new and expanded business opportunities.

In the event of the termination of this agreement, the SEDC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

## III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the SEDC.

## IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of one year commencing October 1, 2019 and ending September 30, 2020, and said 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.

V.

1. This contract may be terminated by the City or SEDC, in whole, or from time to time, in part, upon thirty (30) days notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.
2. After receipt of a Notice of Termination the City shall:
  - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
  - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
  - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
  - d. The SEDC shall pay all expenses incurred through the date of termination.

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

CITY OF SCHERTZ ECONOMIC  
DEVELOPMENT CORPORATION

CITY OF SCHERTZ, TEXAS

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Paul Macaluso  
President

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Dr. Mark Browne  
City Manager