

**AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE CITY OF SCHERTZ AND
THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION**

THE STATE OF TEXAS

KNOWN ALL BY THESE PRESENTS:

COUNTY OF GUADALUPE

THIS AGREEMENT, executed the 28th day of May, 2020 by and between the City of Schertz, a municipal corporation, acting by and through its City Manager, situated in Guadalupe County, Texas (hereinafter referred to as "Schertz"), and the Cibolo Valley Local Government Corporation (hereinafter referred to as "CVLGC") acting by and through its Executive Director is as follows:

WITNESSETH:

That Schertz agrees to provide services to CVLGC according to the terms of this Agreement. For the purpose of this Agreement, the CVLGC Executive Director shall be charged with the responsibility of carrying out CVLGC's operations and programs as adopted by the CVLGC Board of Directors ("CVLGC Board").

Direct services Schertz shall perform for CVLGC shall include, but not be limited to:

1. Provide support services to the CVLGC Executive Director related to purchasing activities in accordance with purchasing laws and regulations.
2. Assist the CVLGC Executive Director in the management of the CVLGC Purchasing Policy and purchasing activities including but not limited to assisting with Requests for Proposals and Requests for Qualifications.

The services provided by Schertz under this agreement are subject to oversight and direction by the CVLGC Board and the CVLGC Executive Director. Schertz reserves the right through this agreement to utilize the City of Schertz Owner's Representative for duties performed under this agreement. In performing its duties under this agreement, Schertz shall act for the benefit of CVLGC and not for any individual.

CVLGC Board or Executive Director will have the right during normal business hours, upon three business days' prior written notice, to audit, examine, or reproduce any or records of Schertz related to the performance of its duties under this agreement.

COMPENSATION:

To compensate Schertz for the costs it will incur to perform the services described in this Agreement, CVLGC will reimburse Schertz the actual expenditures incurred. Schertz will submit invoices for services provided to CVLGC on a quarterly basis. Payment from CVLGC will be due to Schertz within 60 days after receipt of the invoice.

In the event of the termination of this agreement, the CVLGC will be responsible for paying Schertz only the portion of the costs incurred for the period prior to the effective date of termination.

TERM:

Subject to early termination as provided in this agreement, this agreement shall be in effect for the period commencing 28 MAY, 2020 and ending 30 SEPTEMBER, 2021 unless otherwise renewed or extended at the discretion of both parties.

To the extent permitted by law, CVLGC shall defend, indemnify and hold harmless Schertz from and against claims, demands, actions, judgments, and liability asserted by any person other than CVLGC arising out of the performance by Schertz of its services on behalf of, and as agent of, CVLGC under this Agreement, excepting only such claims, demands, actions, judgments, and liability arising out of the willful misconduct or gross negligence of Schertz.

TERMINATION:

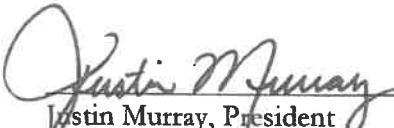
1. This contract may be terminated by Schertz or CVLGC, in whole, or from time to time in part, upon ninety (90) day notice from the terminating party to the other party. Termination shall be ninety (90) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated ninety (90) days after receipt by the notified party.
2. After receipt of a Notice of Termination Schertz shall:
 - a. Stop work on the date as specified in the ninety (90) day Notice of Termination to extent possible.
 - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all order 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. CVLGC shall pay expenses incurred through the date of termination.

This Agreement shall take effect on the 28TH day of MAY, 2020

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

**CIBOLO VALLEY LOCAL
GOVERNMENT CORPORATION**

CITY OF SCHERTZ, TEXAS


Justin Murray, President

Mark Browne, City Manager

28 MAY 2020
Date

Date