

RESOLUTION NO. 20-R-62

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN THE CITY OF SCHERTZ AND THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION (“CVLGC”) FOR MANAGEMENT SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) has recommended that the City enter into a Master Services Agreement (“MSA”) with CVLGC for Management Services; and

WHEREAS, Management Services would include Purchasing activities, Information Technology activities, and grant access to City Contracts; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with CVLGC for Management Services attached hereto as Exhibit A (the “Agreement”).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute and deliver the Agreement with CVLGC.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 9th day of June, 2020.

CITY OF SCHERTZ, TEXAS



Ralph Gutierrez, Mayor

ATTEST:



Brenda Dennis, City Secretary

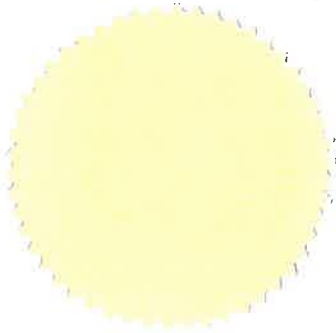


EXHIBIT A
MASTER SERVICES AGREEMENT

**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.

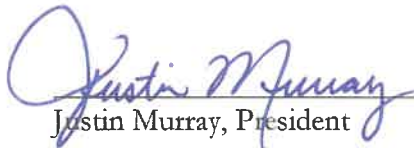
TERMINATION:

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**


Justin Murray, President

28 MAY 2020
Date

CITY OF SCHERTZ, TEXAS


Mark Browne, City Manager

9 JUN 20
Date

**A RESOLUTION AUTHORIZING A MANAGEMENT SERVICES AGREEMENT
BETWEEN THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION AND
THE CITY OF SCHERTZ**

WHEREAS, the Cibolo Valley Local Government Corporation (CVLGC) requests to enter into the Management Services Agreement with the City of Schertz beginning 28 MAY, 2020 through 30 SEPTEMBER, 2021;

WHEREAS, the Agreement for Management Services between the City of Schertz and the CVLGC attached hereto and incorporated herein for all purposes represents the proposed Agreement between the parties;

NOW, THEREFORE, BE IT RESOLVED by CVLGC as follows:

1. The CVLGC hereby approves the Management Services Agreement between CVLGC and the City of Schertz beginning 28 MAY, 2020 and ending 30 SEPTEMBER, 2021 unless otherwise renewed or extended at the discretion of both Cibolo Valley Local Government Corporation and the City of Schertz.

Passed and approved this the 28th DAY of MAY 2020.


Justin Murray, President

Attest:

Lesley Pedde, Secretary

OR



Amber Beard, Assistant Secretary