

**RESOLUTION NO. 20-R-87**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A FIRST AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF SCHERTZ AND THE CIBOLO VALLEY LOCAL GOVERNMENT COPORATION (“CVLGC”) FOR MANAGEMENT SERVICES AND OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Schertz (the “City”) entered into a Management Services Agreement (“MSA”) with CVLGC for Management Services June 9, 2020; and

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

**WHEREAS**, the First Amendment to the Management Services Agreement between the city of Schertz and the CVLGC, provides for the provision of such services to CVLGC: 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 First Amendment to the Management Services 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 First Amendment to the Management Services 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 4th day of August 2020.

CITY OF SCHERTZ, TEXAS

  
\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

  
\_\_\_\_\_  
Brenda Dennis, City Secretary



**EXHIBIT A**

**AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT**

**FIRST AMENDMENT TO 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 First Amendment to Agreement for Management Services** (“First Amendment”) executed the \_\_\_\_ day of \_\_\_\_\_, **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 Board President is as follows:

**AMENDMENT:**

Schertz and CVLGC entered into an Agreement for Management Services on or about May 28, 2020 (“Agreement”). Schertz and CVLGC agree that Schertz shall provide information technology services to CVLGC and, thus, agree to execute this First Amendment. Schertz and CVLGC agree to amend the Agreement as follows:

1. In addition to other services Schertz shall provide to CVLGC pursuant to the Agreement, Schertz shall also provide support services to CVLGC related to information technology and cyber security. Schertz shall be compensated for said services as provided in the Agreement.
2. Schertz and CVLGC agree that all provisions of the Agreement, not specifically amended, deleted, or replaced herein, shall remain in full force and effect.
3. The changes made by this First Amendment shall be effective for the entirety of the term of the Agreement.
4. The Agreement and this First Amendment shall be considered one agreement for all purposes.
5. If any provision of the Agreement conflicts with the changes made by this First Amendment, the provisions of the First Amendment shall control.
6. This First Amendment shall become effective on the latest date executed by either party hereto.

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

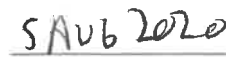
**CIBOLO VALLEY LOCAL  
GOVERNMENT CORPORATION**

**CITY OF SCHERTZ, TEXAS**

\_\_\_\_\_  
Justin Murray, President

  
\_\_\_\_\_  
Mark Browne, City Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date