

RESOLUTION 25-R-041

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SCHERTZ AND THE CIBOLO VALLEY LOCAL GOVERNMENT CORPORATION, AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City staff of the City of Schertz (the “City”) and the Cibolo Valley Local Government Corporation (“CVLGC”) have determined that the CVLGC requires management services and business related support; and

WHEREAS, City staff has determined that the City is qualified to provide such services for the CVLGC; and

WHEREAS, the City staff of the City of Schertz has recommended that the City approve the agreement as adopted by the CVLGC Board of Directors in Resolution # CVLGC2025-01; and

WHEREAS, the City Council has determined that it is in the best interest of the City to contract with CVLGC pursuant to the Agreement for Management Services Between the City of Schertz and the Cibolo Valley Local Government Corporation attached hereto as Exhibit A (“Agreement For Management Services”).

NOW THEREFORE, 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 in substantially the form set forth on Exhibit A (“Agreement For Management Services”).

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 ____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

“AGREEMENT FOR MANAGEMENT SERVICES”

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

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF GUADALUPE

THIS AGREEMENT executed the 27TH day of FEBRUARY, 2025 by and between the Cibolo Valley Local Government Corporation (hereinafter referred to as "CVLGC") acting by and through its Board of Directors, situated in Guadalupe County, Texas, and the CITY OF SCHERTZ (hereinafter referred to as "Schertz") acting by and through its City Manager is as follows:

WITNESSETH:

I.

SCHERTZ agrees to provide services to CVLGC according to the terms of this Agreement and as directed by the CVLGC Executive Director. The Executive Director of CVLGC shall be charged with the responsibility of carrying out CVLGC's operations and programs as approved by the CVLGC Board. Direct services which the SCHERTZ shall perform for CVLGC pursuant to this Agreement shall include, but not limited to the following:

1. IT support that includes email accounts for CVLGC personnel and updating website
2. Posting of agendas and provide meeting space as required
3. Physical address and space in Public Works for CVLGC paper files
4. Copying and scanning of CVLGC documents
5. Purchasing support IAW purchasing policy
6. Provide any and all other services as agreed to by the Executive Director of CVLGC and SCHERTZ, as needed.

SCHERTZ's services under this Agreement are subject to the oversight and direction of the CVLGC Board of Directors and CVLGC Executive Director. SCHERTZ reserves the right through this agreement to utilize SCHERTZ'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 and its authorized representatives shall have the right during normal business hours, upon three business days' prior written notice, to audit, examine, or reproduce any documents or records of SCHERTZ related to the performance of its duties under this agreement.

II.

Subject to, and upon approval by CVLGC of its initial budget and budgets for subsequent years, as such budgets may be amended from time to time, CVLGC shall reimburse SCHERTZ the cost for the management services provided to CVLGC by SCHERTZ pursuant to this Agreement as described in the following paragraph. Such payments shall be paid within ninety (90) days of receipt of an invoice from SCHERTZ.

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 to CVLGC on a quarterly basis.

In the event of the termination of this Agreement, CVLGC will be responsible for paying SCHERTZ only the portion of the cost allocated to periods prior to the effective date of termination.

III.

Subject to early termination as provided in below, this Agreement shall be in effect for a period of one year commencing ~~FEBRUARY 27, 2025~~ and ending ~~FEBRUARY 27, 2026~~ unless otherwise renewed or extended at the discretion of both parties.

IV.

TERMINATION:

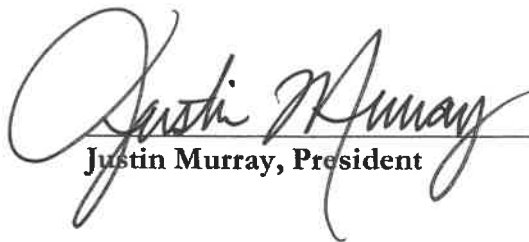
1. This Agreement may be terminated by CVLGC or SCHERTZ, in whole, or from time to time in part, upon ninety (90) days written notice from the terminating party to the other party. The effective date of termination shall be ninety (90) days after delivery of Notice of Termination specifying to what extent performance or work under the Agreement 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 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 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. CVLGC shall pay expenses incurred through the date of termination.

CITY OF SCHERTZ

**1400 Schertz Parkway
Schertz, TX 78154**

**CIBOLO VALLEY LOCAL
GOVERNMENT CORPORATION**

**10 Commercial Place
Schertz, Texas 78154**



Justin Murray, President