AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF SEGUIN AND THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION

This Agreement for Management Services between the City of Seguin and the Seguin Economic Development Corporation (the "Agreement") is by and between the City of Seguin, Texas, a municipal corporation (the "City"), acting by and through its City Manager, and the Seguin Economic Development Corporation (the "SEDC") acting by and through its President of the Board.

In consideration of the mutual promises contained herein, the City and SEDC hereby agree as follows:

A. SERVICES TO BE PROVIDED

The City agrees to provide management, administrative and financial services to the SEDC according to the terms of this Agreement. For purposes of this Agreement, the City's Director of Economic Development shall serve as the designated employee of the City described in Section 4.04 (4) of the SEDC Bylaws who shall be charged with the responsibility of carrying out the Corporation's plan and program as adopted by the Board. Direct services the City shall perform for the SEDC shall include, but not be limited to:

1. Development of an economic development plan, as required by Section 4.04 (1)(a-f) of the Corporation's Bylaws, for review and approval by the SEDC Board and City Council.

2. Updating the economic development plan of the SEDC twice each year, as required by Section 4.04 (2) of the SEDC Bylaws.

3. Reviewing and advising the SEDC Board of the tasks and responsibilities of the SEDC and its Board pursuant to law and the SEDC Articles and Bylaws to ensure that the SEDC carries out its duties and requirements imposed on it by law and the Articles and Bylaws.

4. Preparing all reports and keeping all books and records required by the SEDC's Bylaws including Sections 4.04 (5) and 8.12, 8.13 and 9.01 of the Bylaws.

5. Negotiating all contracts on behalf of the Board with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks, as directed by the Board and authorized by Section 5.10 of the Bylaws.

6. Administering and monitoring, on the Board's behalf, all contracts authorized by Section 5.10 of the Bylaws, and monitoring the progress of and report to the SEDC concerning programs for direct economic development the Board has expended tax funds on.

7. Preparing a budget for the forthcoming year for review and approval by the Board and City Council. The budget shall be prepared in accordance with Section 8.02 of the Bylaws.

8. Providing all necessary accounting and financial management through the City's Finance Department. Services shall be provided in accordance with Section 8 of the Bylaws.

9. Providing all personnel necessary for management and administration of projects and programs of the SEDC. City shall be responsible for the hiring, evaluation, and/or termination of personnel, who shall be City of Seguin employees and subject to all personnel policies thereof.

10. Providing all necessary secretarial support, minutes, repository of records, and office and conference space.

11. Ensuring that the appropriate Public Officials Liability insurance indemnifying the SEDC Board and its members individually and in their capacity as Officers and Directors of the SEDC, and SEDC as an organization and Staff (i.e. Director of Economic Development, Director of Finance) are covered. The policy shall be for at least $1 million per claim and cost of the coverage shall be at SEDC expense.

Indirect services provided include (but are not limited to) priority staff access to City Planning, Utility, Codes and Inspections and Public Works staff resources as needed.

B. LEGAL SERVICES

The SEDC reserves the right to hire an attorney of its own at its own expense. Such legal services shall include representation in litigation and legal proceedings, and review of documents, contracts and legal instruments as to form and legality.

C. COST

The SEDC shall share with the City the cost for the management services provided under this Agreement by paying to the City 10% of the annual Type A sales tax received by the SEDC. Payments are to be remitted monthly. In the event of early 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.

D. DUTIES AND AUTHORITY

It is the express purpose of this Agreement to have the City through its Director of Economic Development implement, administer, and carry out the duties that an executive director would have in administering the economic development programs approved by the SEDC and to manage and administer such programs of the SEDC in accordance with the policies and directives of the SEDC. Nothing in this Agreement shall be construed to divest the SEDC Board of Directors of its discretion and policy making functions.

The Director of Economic Development of the City of Seguin is hereby expressly designated an agent of the SEDC as provided in Article 5.04 and Article 8.03 of the SEDC Bylaws to execute deeds, deeds of trust, mortgages, bonds, promissory notes, security agreements, and other contracts and instruments in the name of and on behalf of the SEDC provided that the execution of any such deed, deeds of trust, mortgage, bond, promissory note, security agreement or other contract or instrument has been approved by appropriate resolution of the Board of Directors of the SEDC.

The City Manager or Finance Director are hereby given the authority to execute checks in the amount of $10,000.00 or less on the SEDC's bank account for the daily operation of the SEDC program without prior Board approval, provided, that said checks are also signed by either the Mayor or City Secretary. Any checks in the amount in excess of $10,000.00 must be signed by one member of the Board of Directors and one of the City's non-elected officials designated above. It is understood and agreed that the requirement that City officials sign checks drawn on the account of the SEDC is administrative only to assure against misappropriation and improper use of funds except that the SEDC has to obtain prior approval of the City Council before authorizing disbursal of any funds in excess of $50,000.00 for any one project. Authorization of expenditures by the Board of Directors of the SEDC shall be deemed binding upon City signatories unless otherwise restrained by judicial order.

E. ASSISTANT DIRECTOR POSITION

In addition to services identified in Section A and D above, the City shall establish a position of Assistant Director of Economic Development who shall report to the Director of Economic Development. In addition to the SEDC's payment obligation under paragraph 3 above, the SEDC shall pay 50% of the costs of the position and shall make its payment to the City on a quarterly basis, with all four payments to be received prior to the close of the City's budget year.

F. ECONOMIC DEVELOPMENT ANALYST POSITION

In addition to services identified in Sections A, D and E above, the City shall establish a position of Economic Development Analyst who shall report to the Director of Economic Development. In addition to the SEDC's payment under paragraph 3 above, the SEDC shall pay 100% of the costs of the position and shall make its payment to the City on a quarterly basis, with all four payments to be received prior to the close of the City's budget year.

G. ECONOMIC DEVELOPMENT SPECIALIST

In addition to services identified in Sections A, D, E and F above, the City shall establish a position of Economic Development Specialist who shall report to the Director of Economic Development. In addition to the SEDC's payment under paragraph 3 above, the SEDC shall pay 50% of the costs of the position and shall make its payment to the City on a quarterly basis, with all four payments to be received prior to the close of the City's budget year.

H. CAR ALLOWANCE

The Director of Economic Development shall receive a car allowance of $700.00 per month, and the Assistant Director of Economic Development shall receive a car allowance of $350.00 per month. The SEDC shall pay 100% of the cost of the allowances and shall make its payment to the City on a quarterly basis, with all payments to be received prior to the close of the City's budget year. The SEDC shall further bear one-third of the cost of maintenance to the Ford Expedition or similar replacement vehicle which it jointly owns with the City.

H. TELEPHONE ALLOWANCE

The Director of Economic Development, the Assistant Director of Economic Development, and the Economic Development Analyst shall receive a telephone allowance of $75.00 per month. The SEDC shall pay 50% of the cost of the allowance and shall make its payment to the City on a quarterly basis, with all payments to be received prior to the close of the City's budget year.

I. WIRELESS AIR CARD

The Director, Assistant Director of Economic Development and Economic Development Specialist shall receive a wireless air card at a cost of $50 per month. The SEDC shall pay 100% of the monthly cost.

J. INTERNSHIP

A paid intern shall be selected to assist the Director and Assistant Director of Economic Development on a monthly basis. The SEDC shall pay 100% of the costs of the position and shall make its payment to the City on a quarterly basis, with all payments to be received prior to the close of the City's budget year.

K. TERM OF THE AGREEMENT

Subject to early termination as provided in Article L below, this Agreement shall be in effect for a period of one year, commencing October 1, 2014, and ending September 30, 2015, unless otherwise renewed or extended by the mutual agreement of the parties.

L. TERMINATION

1. This Agreement 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 Agreement 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.

M. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder shall participate in any decision relating to the project which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

N. PURSUIT OF INTERESTS

It is expressly understood that the City and the SEDC each retain the right to pursue other avenues for economic development, when it is determined to be in the best interest of the City or the SEDC to do so and this Agreement shall not limit either the City's right or the SEDC's right to pursue such interests.

O. QUARTERLY REPORTS

In addition to its reporting requirements under the SEDC Bylaws, the SEDC agrees to provide the City Council with quarterly reports on the status of ongoing SEDC performance agreements and, if the SEDC Board decides to declare an agreement to be in default, to notify the City Council by the next regularly scheduled Council meeting of the default.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the 1st day of October 2015.

SEGUIN ECONOMIC DEVELOPMENT CORPORATION
P.O. Box 591
Seguin, Texas 78155

Robert Haynes, President
Date: 9 23 20

CITY OF SEGUIN, TEXAS
P.O. Box 591
Seguin, Texas 78155

Douglas G. Faseler
Date: _____