

**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 individual designated by the City Manager—who may be the Director of Economic Development or another City employee—shall serve as the designated City employee described in Section 4.03(4) of the SEDC Bylaws and shall be charged with the responsibility of carrying out the Corporation’s plan and program as adopted by the Board. The City Manager shall provide written notice to the Board of the individual designated to serve in this role, who shall also serve as the Executive Director of the SEDC for the purposes of this Agreement, and shall notify the Board of any subsequent changes to such designation. Direct services the City shall perform for the SEDC shall include, but not be limited to:

1. Development of an Annual Plan of Work, as required by Section 4.03 (1) (a-e) of the Corporation’s Bylaws, for review and approval by the SEDC Board and City Council.
2. Present an Annual Report once each year, no later than December 31, in accordance with Section 4.03 of the Bylaws. The Annual Report shall summarize the Corporation’s activities, accomplishments, financial performance, and progress toward strategic goals, and include the content elements outlined in the 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 4.03 (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.

Indirect services provided include (but are not limited to) priority staff access to City Planning, Utility, Engineering, Information Technology, 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 the individual designated by the City Manager (as described in Section A), implement, administer, and carry out the duties typically performed by an executive director 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 SEDC shall also carry out its programs in accordance with the policies approved by the Seguin City Council, as required by Section 4.13 of the Bylaws.

The designated employee identified pursuant to Section A of this Agreement is hereby expressly designated as an agent of the SEDC to execute deeds, deeds of trust, mortgages, bonds, promissory notes, security agreements, and other contracts or legal instruments on behalf of the SEDC, subject to authorization by the SEDC Board and in accordance with applicable provisions of the SEDC

Bylaws. Execution of any such instrument shall require approval by appropriate resolution of the SEDC Board of Directors.

All disbursements in excess of \$10,000.00 shall be included in the monthly financial report presented to the SEDC Board of Directors, which shall include a summary of checks issued, including payee, amount, and purpose. Prior approval of expenditures shall be obtained through the annual budget process, specific Board resolutions, or contracts as appropriate.

Execution of checks shall follow the dual-signature requirements outlined in Section 8.04 of the SEDC Bylaws. Specifically, checks must be signed by one non-elected City official (the City Manager or Finance Director) and one elected official (the Mayor or City Secretary), when executed by the City of Seguin on behalf of the Corporation. These signatories act in an administrative capacity to ensure proper handling of public funds.

In accordance with Section 8.05 of the SEDC Bylaws, the Corporation shall not expend funds in excess of \$50,000.00 for any individual expenditure without the prior approval of the SEDC Board of Directors.

Any expenditure of \$100,000.00 or more shall require approval by both the SEDC Board of Directors and the Seguin City Council.

E. DEPUTY DIRECTOR

In addition to services identified in Section A and D above, the City shall establish a position of Deputy Director of Economic Development. The SEDC shall pay 100% of the costs of the position (salary and benefits) 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. WORKFORCE DEVELOPMENT MANAGER

In addition to services identified in Sections A, D and E above, the City shall establish a position of Workforce Development Manager. The SEDC shall pay 100% of the costs of the position (salary and benefits) 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. MARKETING AND EVENTS MANAGER

In addition to services identified in Sections A, D, E and F above, the City shall establish a position of Marketing and Events Manager. The SEDC shall pay 100% of the costs of the position (salary and benefits) 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. VEHICLE ALLOWANCE

The Director of Economic Development shall receive a Vehicle Allowance of \$700.00 per month, and the Deputy Director of Economic Development shall receive a Vehicle Allowance of \$350.00 per month. The City shall pay 100% of the cost of the Vehicle Allowances.

I. TELEPHONE ALLOWANCE

The Director of Economic Development, the Deputy Director of Economic Development, the Industry and Workforce Development Manager, and the Marketing and Events Manager shall receive a Telephone Allowance of \$75.00 per month. The City shall pay 100% of the cost of the allowance.

J. WIRELESS DATA SERVICE

The Director of Economic Development, the Deputy Director of Economic Development and the Industry and Workforce Development Manager shall receive wireless data service at a cost of \$50.00 per month. The SEDC shall pay 100% of the monthly cost.

K. INTERNSHIP

A paid or unpaid intern can be selected to assist the SEDC on an as needed 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.

L. TERM OF THE AGREEMENT

Subject to early termination as provided in Article M below, this Agreement shall be in effect for a period of one year, commencing October 1, 2024, and ending September 30, 2025, unless otherwise renewed or extended by the mutual agreement of the parties.

M. 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.

N. 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 their personal interest, nor shall

they have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

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 PERFORMANCE AGREEMENT COMPLIANCE REPORTS

In addition to its reporting requirements under the SEDC Bylaws, the SEDC agrees to provide the City Council with quarterly compliance reports on the status of active 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 2025.

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

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

Don Keil, President of the Board
Seguin Economic Development Corporation
Date: _____

Steve Parker, City Manager
City of Seguin
Date: _____