



**ECONOMIC
DEVELOPMENT
CORPORATION**

MEMORANDUM

To: Mayor Donna Dodgen
Seguin City Council

CC: Steve Parker, City Manager
Andy Quittner, City Attorney

From: Josh Schneuker, SEDC Executive Director/Director of Economic Development

Date: 08/09/2021

Subject: Fiscal Year 2021-2022 Management Services Agreement

Overview

The SEDC and City of Seguin Management Services Agreement outlines the management, administrative and financial services the City provides to the SEDC. The City of Seguin's Director of Economic Development serves as the designated employee of the City described in Section 4.03 (4) of the SEDC Bylaws (Executive Director) charged with the responsibility of carrying out the SEDC's plan and program as adopted by the Board.

Economic Development Staff and Funding Obligations

In addition to services identified in Section A and D of the agreement, the City shall establish a position of Assistant Director, Business Retention Specialist and Administrative and Marketing Assistant. The funding obligations associated with these positions as outlined within the Agreement are as follows:

- **Director of Economic Development**
 - Cost of Position: City of Seguin pays 100%.
 - \$700.00/month car allowance. 100% paid by the SEDC.
 - \$75.00/month telephone allowance. 50% paid by the SEDC. 50% paid by the City of Seguin.
 - \$50.00/wireless data allowance. 100% paid by the SEDC.
- **Assistant Director**
 - Cost of Position: SEDC pays 50%, City of Seguin pays 50%.
 - \$350.00/month car allowance. 100% paid by the SEDC.
 - \$75.00/month telephone allowance. 50% paid by the SEDC. 50% paid by the City of Seguin.
 - \$50.00/wireless data allowance. 100% paid by the SEDC.

- **Business Retention Specialist**
 - Cost of Position: SEDC pays 100%.
 - \$75.00/month telephone allowance. 50% paid by the SEDC. 50% paid by the City of Seguin.
 - \$50.00/wireless data allowance. 100% paid by the SEDC.
- **Marketing Specialist/Office Manager**
 - Cost of Position: SEDC pays 50%, City of Seguin pays 50%.

Management Services

The City agrees to provide management, administrative and financial services to the SEDC according to the terms of the Agreement. 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 4.03 (1) (a-e) of the Corporation's Bylaws, for review and approval by the SEDC Board and City Council.
2. Present an Annual Economic Development Report once each year, no later than November 30 of each year, as required by Section 4.03 (5) 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 4.03 (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.

The SEDC and City share the cost for the management services provided under the Agreement by paying to the City 10% of the annual Type A sales tax received by the SEDC. These payments are remitted by the SEDC to the City of Seguin monthly.

Staff Recommendation

There are no major changes between the current agreement and the proposed agreement for Fiscal Year 2022. The agreement will be effective for a period of one year, starting on October 1, 2021, and ending on September 30, 2021. Staff is recommending approval of the resolution approving the Management Services Agreement between the SEDC and the City of Seguin for Fiscal Year 2021-22. The SEDC Board of Directors approved the FY 2022 Management Services Agreement at their Regular Meeting held on August 5, 2021.

Attachments

FY 22 Management Services Agreement.