ADMINISTRATIVE SERVICES CONTRACT
BETWEEN THE CITY OF GEORGETOWN, TEXAS
AND THE GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR SERVICES ("Contract") is made by and between the City of Georgetown, 113 East 8th Street, Georgetown, Texas 78626, hereinafter called "City" and the Georgetown Economic Development Corporation, having its principal business address at 808 Martin Luther King Jr., Georgetown, Texas 78626, hereinafter called "Corporation" for the purpose of contracting for administrative services of the staff and employees of the City.

WITNESSETH

WHEREAS, on May 7, 2005 the City established the Corporation pursuant to Secion 4A of the Economic Development Corporation Act of 1979, as amended (Vernon's Rev. Civ. Stat. Ann., Article 5190.6. § 4(A), as amended) (the “Act”) to promote and develop new and expanded business enterprises on behalf of the City of Georgetown.

WHEREAS, on June 21, 2005 the City Council approved the Articles of Incorporation for the Corporation.

WHEREAS, on December 13, 2005 the Board of Directors of the Corporation approved the Bylaws of the Corporation.

WHEREAS, on January 10, 2006 the City Councl approved the Bylaws of the Corporation.

WHEREAS, Section 3.08 of said Bylaws provide that the City and the Corporation shall execute an administrative services contract for the services to be provided to the Corporation by the City by the General Manager, Finance Director, City Attorney, and other City personnel, services or functions, pursuant to. Section 2(4) of the Act, which authorizes the Corporation to pay administrative and legal expenses which are necessary or incidental to placing a project into operation; and

WHEREAS. the City and Corporation desire to contract for administrative services described as follows: the services provided by the City Manager, Finance Director, the staff and employees of the City's Finance and Administration Division, and the Economic Development Department, as well as, the City Attorney's Office.

AGREEMENT

NOW, THEREFORE, the City and Corporation, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY CITY

The City will furnish items and perform those services for fulfillment of the Contract as identified in the Bylaws of the Corporation.

ARTICLE 2
CONTRACT PERIOD

This Contract shall begin at the start of business on October 1, 2019 and terminate at the close of business on September 30, 2020 unless extended by written supplemental agreement duly executed by the Corporation and the City prior to the date of termination. Any work performed or cost incurred prior to the date of this contract and after estabilishment of the Corporation, will be reimbursemented as in the terms of the Contract.

ARTICLE 3
CONTRACT PRICE

Corporation shall pay City for the services contemplated herein as follows:

1. For all administrative and legal services, the monthly flat fee of $21,243 as identified in *Attachment A*.

External third party legal services will be billed separately as needed.

ARTICLE 4
PAYMENT PROCEDURES

The Corporation shall pay the City $21,243 per month on the first of each month, begininng on October 1, 2019, during the term of this Agreement. In addition, the Corporation shall pay for all external legal or other professional services invoices pursuant to the Article 3 within thirty (30) days of receipt.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Contract are the exclusive property of the Corporation and shall be furnished to the Corporation upon request. Release of information to the public shall be subject to and in conformance with the Texas Public Information Act.

ARTICLE 6
SUSPENSION

As authorized by Section 3.08 of the Corporation's Bylaws, the City may suspend services under this Contract without committing a breach of its terms upon the occurrence of any of the following:

(1) The City Manager does not approve of the utilization of any or all services;
(2) The City Manager feels the City is not receiving reasonable compensation for any or all services; or
(3) The performance of a service materially interferes with the other duties of the affected City personnel.

ARTICLE 7
TERMINATION

The Contract may be terminated before the stated termination date by any of the following conditions:

(1) By mutual written agreement and consent; or
(2) By either party, upon the failure of the other party to fulfill its obligations as set forth herein; or
(3) By either party for reasons of its own and without the consent of the other party, provided that at least thirty (30) days written notice is provided to the other party.

The termination of this Contract and payment of an amount in settlement as prescribed in Article 3, above shall extinguish all rights, duties, and obligations of the City and the Corporation under this Contract.

ARTICLE 8
INDEMINIFICATION

Corporation's Indemnification. The Corporation agrees, to the extent permitted by law, to save harmless the City and its agents, officers and employees from all claims and liability due. to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the Corporation or of the Corporation's agents, officers, and employees. The Corporation shall also save harmless the City and its agents, officers, and employees from any and all expense, including, but not limited to, attorney fees which may be incurred by the City in litigation or otherwise resisting said claim or liabilities which may be imposed on the City as a result of such activities by the Corporation, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of City, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by City or its agents, officers or employees as a condition precedent to City's recovery under this provision.

City's Indemnification. The City agrees, to the extent permitted by law, to save harmless the Corporation and its agents, officers, and employees from all claims and liability due to activities of itself, its agents, officers, or employees, performed under this Contract and which are caused by or result from error, omission, or negligent act of the City or the City's agents, officers, or employees. The City shall also save harmless the Corporation from any and all expense, including, but not limited to, attorney fees which my be incurred by the Corporation in litigation or otherwise resisting said claim or liabilities which may be imposed on the Corporation as a result of such activities by the City, its agents, officers, or employees. This indemnity shall not include claims based upon or arising out of the willful misconduct of Corporation, its agents, officers or employees. Further, this indemnity shall not require payment of a claim by Corporation or its officers

or employees as a condition precedent to Corporation's recovery under this provision.

ARTICLE 9
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 10
PRIOR CONTRACTS SUPERSEDED

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 11
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

For City: City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78626

For Corporation: General Manager
Georgetown Economic Development Corporation
P.O. Box 409
Georgetown, Texas 78626

ARTICLE 12
SIGNATORY WARRANTY

The undersigned signatory or signatories for the parties hereby represent and warrant that the signatory is an officer of the organization for which be or she has executed this Contract and that he or she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties arc made for the purpose of inducing the other party to enter into this Contract.

IN WITNESS HEREOF, the City and the Corporation have executed these presents in duplicate on this the ____ day of_____, 2019.

GEORGETOWN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Printed Name:_____
Title:_____

ATTEST:

By: _____
Printed Name:_____
Title:_____

CITY OF GEORGETOWN

By: _____
Printed Name: Dale Ross
Title: Mayor

ATTEST:

By: _____
Printed Name: Robyn Densomre
Title: City Secretary

APPROVED AS TO FORM:

_____
Charles McNabb
City Attorney

Attachment A

Row Labels	GL Mappin	FY2018 Actuals	FY2019 Budget	FY2019 Projected	FY2020 Budget
420-5-0902-51-950 JOINT SERVICES ALLOCATION	Allocations	221,328	238,622	238,622	254,921