

AMENDED ADMINISTRATIVE SERVICES AGREEMENT
by and between
CITY OF STEPHENVILLE, TEXAS,
and
STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY

This Administrative Services Agreement (hereinafter referred to as the "Agreement") is hereby amended into on the 3rd day of September 2024, by and between the CITY OF STEPHENVILLE, TEXAS, a Texas home rule municipality, located in Erath County, Texas (hereinafter referred to as "City"), and the STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY, a Texas non-profit corporation (hereinafter referred to as "SEDA").

WHEREAS, the City is a home rule municipality located within Erath County, Texas; and

WHEREAS, SEDA was incorporated pursuant to chapter 505 of the Texas Local Government Code, as amended (hereinafter referred to as the "Act"); and

WHEREAS, SEDA shall have and exercise all of the rights, powers, privileges, authority, and functions given by the Act and the Texas Non-Profit Corporation Act, as amended; and

WHEREAS, Section 501.007 of the Texas Local Government Code generally provides that the City may not lend its credit or grant any public money or thing of value in aid of SEDA; and

WHEREAS, the City desires to furnish administrative services to SEDA as requested by SEDA's Board of Directors to perform certain functions and projects of SEDA as set forth in and provided by SEDA's bylaws, (hereinafter referred to as the "Bylaws"); and

WHEREAS, Bylaws authorize SEDA to utilize the services of the City staff of the City, subject to approval from the City Council; and

WHEREAS, Bylaws also provide that SEDA shall pay the City reasonable compensation for services provided to SEDA; and

WHEREAS, Section 501.067 of the Texas Local Government Code provides that the City may obtain for SEDA health benefits coverage, liability coverage, workers' compensation coverage, and property coverage under the City's insurance policies, through self-funded coverage, or under coverage provided under an interlocal agreement with a political subdivision; or retirement benefits under a retirement program the authorizing unit participates in or operates; and

WHEREAS, the City and SEDA, in the true spirit of cooperation, intend this Administrative Services Contract to promote efficiency of administrative services.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

City and SEDA agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. CITY'S OBLIGATIONS.

Upon request by SEDA's Board of Directors (the "Board") and upon the City agreeing to provide, and as deemed appropriate by the parties, the City agrees to provide any of the following services which shall include, but not be limited to the following:

- (a) Providing all necessary accounting, recordkeeping, and financial services through the City's Finance Department.
- (b) Preparing all reports and keeping all books and records.
- (c) Assisting SEDA in preparing a budget for each forthcoming year for review and approval by the Board and the City Council. The budget shall be prepared in accordance with SEDA's Bylaws.
- (d) The City will facilitate insurance coverage for the SEDA properties at SEDA's expense.
- (e) Carrying out other responsibilities and duties that may be mutually agreed upon in writing by SEDA and the City.

SECTION 3. SEDA'S OBLIGATIONS.

In consideration of the City's obligations, SEDA agrees to provide the following:

- (a) SEDA shall pay the City for the services provided in Article II of this Agreement ("Service Fee") the annual sum of Thirty Thousand dollars (\$30,000) for each fiscal year, to be divided equally into 12 monthly payments. The Service Fee shall be provided annually in SEDA's annual operating budget.
- (b) Granting authority to the City to disburse funds on behalf of and as directed by SEDA and designating City authorized signatures.
- (c) Granting City access to SEDA's books and records at all times.

SECTION 4. TERM.

- (a) The amended term of this Agreement shall be for the period from September 3, 2024, through September 30, 2025 ("Initial Term"), and by agreement of the parties shall apply retroactively to that portion of the Initial Term preceding the Effective Date of this Agreement.
- (b) This Agreement shall automatically renew each October 1st for the following 12-month term, unless either party gives written notification to the other by August 1st of the party's desire to negotiate a new agreement, amend the terms hereto, or cancel this Agreement.
- (c) This Agreement may be terminated at any time by the City or SEDA, in whole or part. Termination shall be effective sixty (60) days after delivery of notice of termination, which shall specify to what extent services under this Agreement shall be terminated.

SECTIONS. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Erath County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Erath County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual or individuals executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. SEDA warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience

purposes only and are not to be used to interpret or define the provisions of the Agreement.

- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) Effective Date. The Effective Date of this Agreement means the date of the letter to execute this Agreement by and between the City and SEDA.
- (h) Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) Time is of the Essence. Time is of the essence in the performance of this Agreement.

THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

SIGNATURE PAGE TO FOLLOW

CITY OF STEPHENVILLE, TEXAS

A Texas home rule municipality

By: _____

Doug Svien, Mayor

ATTEST: _____

Sarah Lockenour, City Secretary

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the 3rd day of September 2024, by Doug Svien, Mayor of the City of Stephenville, Texas, a municipal corporation, and on behalf of said corporation.

Notary Public, State of Texas

STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT CORPORATION,

A Texas non-profit corporation

By: _____

Marion Cole, Chairman

ATTEST: _____

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on the ____ day of September 2024, by Marion Cole, Chairman of Stephenville Type B Economic Development Corporation City of Stephenville, Texas, a Texas non-profit corporation.

Notary Public, State of Texas