

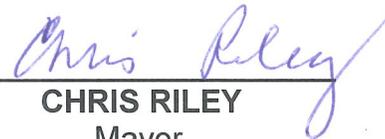
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS APPROVING THE CITY OF LEON VALLEY AND THE LEON VALLEY ECONOMIC DEVELOPMENT CORPORATION (LVEDC) FOR SUPPORT SERVICES FROM THE CITY AND SUBSEQUENT REIMBURSEMENT TO THE CITY BY THE LVEDC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, TEXAS, THAT:

1. The Service Agreement for Support Services to the Leon Valley Economic Development Corporation, attached hereto as Exhibit "A", by and between the Leon Valley Economic Development Corporation and the City of Leon Valley, Texas for the period of twelve months beginning December 1, 2014 through November 30, 2015 is hereby approved.
2. No expenditure of the funds of the City of Leon Valley, Texas, is authorized unless under strict compliance with said support Service Agreement between the City and the LVEDC.
3. A true copy of Service Agreement for Support Services to the Leon Valley Economic Development Corporation shall be placed on file in the Office of the City Secretary.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 10th day of November, 2014.

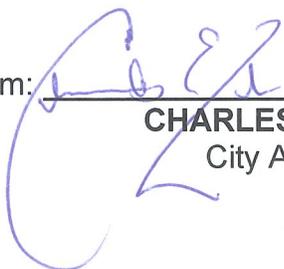
APPROVED



CHRIS RILEY
Mayor

Attest: 

SAUNDRA PASSAILAIGUE, TRMC
City Secretary

Approved as to Form: 

CHARLES E. ZECH
City Attorney



Service Agreement between the City of Leon Valley and the Leon Valley Economic Development Corporation

STATE OF TEXAS

COUNTY OF BEXAR

This Service Agreement (the "Agreement"), executed the ___ day of _____, 2014, by and between the City of Leon Valley, a municipal corporation, situated in Bexar County, Texas (hereinafter referred to as "City"), acting by and through its City Council pursuant to Ordinance No. _____, and the Leon Valley Economic Development Corporation (hereinafter referred to as "LVEDC") acting by and through its President of the Board is as follows:

SECTION 1.

The City agrees to provide management, professional, administrative and financial services ("Management Services") to the LVEDC according to the terms of this Agreement. Direct services the City shall perform for the LVEDC shall include:

1. Staff time of 40 hours per week to be used for LVEDC activity such as telephone inquiries, distribution and processing of EDC project applications, photocopying services, correspondence, meeting and agenda preparation and posting, record keeping, bank reconciliation, responding to LVEDC walk-in clients, and monthly financial reports; and,
2. A portion of the City facilities use to include such items as: electricity, water, sewer, gas, fire alarm system, security alarm system, telephone service, internet service, and facilities repair and maintenance.
3. The City shall properly maintain all books records, documents, papers and accounting records, and shall make such materials available at their respective office at reasonable times and as often as the LVEDC may deem necessary.

SECTION 2.

Subject to the LVEDC continuing to contract with the City for Management Services, the LVEDC will pay to the City for its Management Services, in the form of a flat fee (the "Fee"), an amount of forty-two thousand, four-hundred and fourteen dollars and no cents (\$45,417.00) per year to be paid in 12 equal monthly installments of three thousand seven hundred eighty-four dollars and seventy-five cents (\$3,784.75). The Fee shall be paid by the LVEDC on or about the 15th of each month to coincide with the receipt of sales tax revenues.

In the event of the termination of this Agreement, the LVEDC 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.

SECTION 3.

Subject to early termination as provided in Section 4 below, this Agreement shall be in effect for a period of one year commencing December 1, 2014 and ending November 30, 2015 and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

SECTION 4.

1. This contract may be terminated by the City or LVEDC, in whole, or from time to time, in part, upon thirty (30) days written 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 contract shall be terminated thirty (30) days after receipt by the notified party.

2. After receipt of a Notice of Termination from the LVEDC 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 LVEDC shall pay all expenses incurred through the date of termination.

SECTION 5.

The LVEDC shall carry the following insurance coverages:

SECTION 6.

The City nor its agents, employees or anyone under its control will discriminate against any individual or group on the basis of race, sex, color, age, religion, national origin, or disability in employment practices or while in performance of rights, duties, and obligations hereunder.

SECTION 7.

It is expressed and understood and agreed by both parties hereto that each acts independently of each other, and to that as such, neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the LVEDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of employer-employee, principal agent, joint ventures, or any other similar such relationships, between the parties hereto.

Any and all of the employees of the City, wherever located or situated, while engaged in the performance of any work required by this agreement shall be considered contract employees of the LVEDC for those work periods only, and not of the City, and shall be the sole obligation and responsibility of the LVEDC.

SECTION 8.

The City and the LVEDC agree to comply with all applicable local, state and federal laws while in the performance of any rights, duties, or obligations under this agreement.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED ON THIS _____ day of _____ 201_.

CITY OF LEON VALLEY

**LEON VALLEY ECONOMIC
DEVELOPMENT CORPORATION**

Manuel Longoria, Jr.
City Manager

Stephen Ynostrosa, President

Approved to as form:
