

STATE OF TEXAS

§

INTERLOCAL CONTRACT

§

WITH

COUNTY OF BEXAR

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CITY OF SAN ANTONIO

COUNCIL AIDES CORPORATION

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“COSA”), and City of San Antonio Council Aides Corporation (Corporation), both of which may be referred to herein collectively as the “Parties”.

WHEREAS, the Texas Government Code Chapter 791 authorizes inter-local agreements between governmental entities; and

WHEREAS, COSA and Corporation wish to outline their agreement relating to the establishment of a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "LGC Act"), to be known as the *City of San Antonio Council Aides Corporation* for the purpose of employing Council Aides;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follow:

I. TERM

1.1 This Agreement shall become effective June 1, 2021.

1.2 This agreement shall terminate when the agreement between COSA and the CITY OF SAN ANTONIO COUNCIL AIDES CORPORATION (“underlying agreement”) terminates.

II. SCOPE AND REPRESENTATIONS

2.1 The Parties agree to jointly create the Corporation under the LGC Act for the purpose of employing Council Aides in accordance with the terms and provisions of this Agreement. To this end, the Parties agree to have prepared and formally approved by ordinance or resolution of their respective governing body, and to cause to be filed with the Texas Secretary of State, a Certificate of Formation creating the Corporation (the "Certificate"). The Corporation, following its formation, shall be governed by Bylaws (the "Bylaws") which must also be approved by the Parties.

2.2 The Certificate and Bylaws shall provide for a Board of Directors of the Corporation consisting of eleven (11) members with the directors to be the City Council members.

2.3 The Certificate shall provide that the Corporation shall have all of the powers provided by law as a non-profit corporation and a local government corporation under the Act, the LGC Act). The Certificate may also provide for certain powers to be reserved to the Parties, which may include, but may not be limited to, approval of amendments to the Certificate and Bylaws and the issuance of debt by the Corporation.

2.4 The City's Assistant to City Council shall serve as Executive Director of the Corporation, who shall be the Chief Administrative Officer of the Corporation and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

2.5 Both Parties agree to cooperate with one another to accomplish the understanding set forth herein.

2.6 All information and documents that may have been prepared in accordance with this agreement shall be freely exchanged between the Parties in the event of termination of this agreement.

2.7 Corporation shall not be considered and is not an agent, partner, or representative of COSA.

III. COMPENSATION

3.1 Parties agree that neither Party shall charge a fee to the other Party for the services contemplated herein. The Parties agree that the public purpose of cooperation to achieve efficiency in providing services is mutually beneficial to the Parties.

3.2 Any and all payments, contributions, fees, and disbursements required by a Party hereunder shall be made from current revenues budgeted and available to said Party.

IV. PAY & BENEFITS ADMINISTRATION

Parties agree that COSA Civilian pay and benefits practices will apply to Corporation employees to include the following: new hire salary offers will be consistent with adopted salary ranges and job descriptions; decisions regarding compensation will take into consideration factors such as internal equity, level of experience, and relevant education; if approved as part of the annual budget process, Corporation employees will receive the same across the board or cost of living increase, with the same effective date as civilian City employees; if other salary adjustments, such as for performance, are approved through the annual budget process, these changes will be effective the same date as civilian City employees, normally January 1 but must be submitted to the Executive Director for review and processing by December 1. All other potential pay adjustments shall be consistent with civilian pay practices, applying similar criteria and equity considerations. The Executive Director has authority to establish policies and processes necessary to administer pay and benefits consistent with that of COSA civilian employees.

In accordance with the Fair Labor Standards Act (FLSA), the Corporation shall keep accurate time records for part-time employees and employees in non-exempt job classifications by requiring employees to log in and out for work on the City's time keeping system (currently a telephonic IVR system).

In consideration of Corporation employees performing services for the benefit of both the City of San Antonio and the LGC, the Parties will be utilizing the common paymaster provision and in accordance with IRS guidelines the City will be processing payroll, issuing W-2's and performing other related services on behalf of the Corporation.

Changes to this “Article IV Pay and Benefits Administration” shall be made through the City’s annual budget process which such adoption by the City Council through City Ordinance shall result in an amendment to this Agreement.

V. NOTICE

5.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon delivery when sent by a national commercial courier service for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below in Section 4.02 unless and until otherwise notified in writing by the respective Party.

5.2 The Parties addresses are as follows:

COSA:

City of San Antonio, Attn: Department Director, Purchasing & General Services
Mailing Address:
P.O. Box 839966, San Antonio, Texas 78283-3966
Street Address:
111 Soledad, 11th Floor, San Antonio, Texas 78205

Corporation:

City of San Antonio Council Aides Corporation
Mailing Address:
City Hall
100 Military Plaza
San Antonio, Texas 78205

VI. NO JOINT ENTERPRISE

6.1 There is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. The Parties to this Agreement are undertaking a governmental function or service. Particularly, the Parties are acting in accordance with the Texas Local Government Code Chapters 252 and 271, the Texas Government Code Chapter 791, and the Texas Transportation Code Chapter 451.

6.2 COSA has a superior right to control the direction and management of its procurements solely by virtue of its responsibility for the day-to day management and control of purchases to support the functional operations of COSA but has no right to control the direction or management of Corporation's functional operations, including, but not limited its decision to purchase from a Vendor solicited by COSA or its contract with a Vendor resulting there from.

6.3 Corporation has a superior right to control the direction and management of its procurements solely by virtue of its responsibility for the day-to day management and control of purchases to support the functional operations of Corporation but has no right to control the direction or management of COSA's functional operations, including, but not limited its decision to purchase from a Vendor solicited by Corporation or its contract with a Vendor resulting there from.

6.4 Parties covenant and agree that they are independent contractors, and not an officer, agent, servant or employee of the other; that a Party shall have exclusive control of and exclusive right to control the details of the work performed by that Party hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between COSA and Corporation, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between COSA and Corporation. The Parties hereto understand and agree that Corporation has no authority to bind COSA, nor does COSA have any authority to bind Corporation.

VII. ASSIGNMENT

7.1 Neither Party shall assign, sell, pledge, transfer or convey any interest in this Agreement to any other party. Any such attempt at an assignment will be *void ab initio*, and shall confer no rights on the purported assignee.

7.2 Parties shall provide and perform all services and responsibilities required under this Agreement in compliance with all applicable federal, state, and local laws, rules and regulations.

VIII. THIRD PARTY BENEFICIARY

For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with COSA or Corporation or both, or that such third persons may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person from obligations owing by them to either COSA or Corporation.

IX. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both COSA and Corporation.

X. ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article VIII.

Signatures appear on the next page

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO	CITY OF SAN ANTONIO COUNCIL AIDES CORPORATION
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_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
Printed Name: _____ Title: _____ Date: _____	Printed Name: _____ Title: _____ Date: _____

Approved as to Form:

City Attorney

ATTACHMENTS:

- Exhibit "A" Position Pay Ranges and Job Descriptions
- Exhibit "B" Benefits
- Exhibit "C" City of San Antonio Council Aides Corporation Employee Terms and Acknowledgements
- Exhibit "D" Bylaws