

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") by and between the Boerne Public Facility Corporation ("Corporation") and the City of Boerne, Texas ("Administrator") to be effective as of the _____ day of September, 2017 ("Effective Date").

1. **Term.** This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to the provisions of this Agreement.

2. **Scope of Services.** In consideration of the obligation of the Corporation to reimburse the Administrator as set forth in this Agreement, Administrator agrees to provide administrative services as needed by the Corporation. Without limiting the foregoing, Administrator shall provide the following services:

- a. Attend meetings of the Corporation and committees as required by the Corporation from time to time;
- b. Provide financial reporting to the Corporation in the form and manner required by the Corporation;
- c. Work directly with Corporation leadership to facilitate Corporation communications as well as organizing and maintaining Corporation data and documents;
- d. Coordinate meetings by providing meeting notice, organizing materials and supervising meeting arrangements;
- e. Manage and supervise logistics of meetings, including material delivery, and audio-visual needs; and
- f. Performs other duties as assigned by the Corporation that are acceptable to the Administrator.

3. **Consideration for Services.** In consideration of the services provided by Administrator, the Corporation shall reimburse Administrator for all of its costs, including the costs of its personnel, as determined by the Administrator, incurred in providing services hereunder.

4. **Independent Contractor.** In performance of its obligations under this Agreement, Administrator may represent itself as the Administrator of the Corporation, but shall at all times be and act as an independent contractor. Nothing herein shall be construed so as to constitute the relationship of agency, employment, partnership, or joint venture. The Corporation shall not in any way be liable for any federal, state, or local taxes relative to Administrator's operation, including but not limited to withholding taxes of Administrator or Administrator's employees. Neither party shall be liable or personally responsible for any obligation of the other party, its agents, or employees. Administrator shall hold the Corporation harmless as to any and all claims arising out of or in the course of employment of persons by Administrator, including but not limited to claims for unemployment compensation, workers compensation, employment discrimination and wrongful termination.

5. **Termination.** This Agreement may be terminated by either party with or without cause upon 30 days written notice to the other. Upon termination, Administrator shall promptly return

to the Corporation any and all information, property, data; or other assets acquired from the Corporation during the course of this Agreement.

6. **Modifications.** Any modification of this Agreement shall be effective only if in writing and duly executed by the parties.

BOERNE PUBLIC FACILITY CORPORATION

By: _____
Name: _____
Title: _____

DATE

CITY OF BOERNE, TEXAS

By: _____
Name: _____
Title: _____

DATE