

**AGREEMENT FOR
ADMINISTRATIVE
AND SUPPORT
SERVICES**

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This Agreement for Administrative and Support Services (this "Agreement") is by and between the City of Pflugerville, Texas, a Texas home rule municipality ("City") and Pflugerville Community Development Corporation, a Texas non-profit corporation formed under the Texas Development Corporation Act ("PCDC") and is to substitute and replace the prior Agreement for Payroll Services effective as of the 1st day of June, 2009.

RECITALS:

A. PCDC was duly incorporated pursuant to City of Pflugerville City Council Resolution NO. 176-01-12-18-3A as a Texas non-profit corporation, formed pursuant to Section 4B of the Development Corporation Act of 1979. The Board of Directors of PCDC duly called an organizational meeting for PCDC on January 10, 2002 and adopted bylaws for PCDC and certain other organizational matters pursuant to Resolution No 01-10-2002-01 of the Board of Directors of PCDC.

B. PCDC desires to enter into an agreement with the City for Administrative and Support Services to include Payroll Services, Administrative Assistant, Development Services Support and Human Resources Support.

AGREEMENT

In consideration of the premises, covenants and undertakings of the parties hereunder, PCDC and the City agrees as follows:

Section 1. Term.

1.1 The term of this Agreement shall commence on August 15, 2015, and terminate on September 30, 2015 (the "Term"), subject to extension or early termination as set forth below. The Term will be renewed automatically for successive periods of one year each unless either party gives written notice of non-renewal to the other at least thirty (30) days prior to the expiration date of the Term as extended from time to time.

1.2 In addition, either PCDC or the City may terminate this Agreement upon sixty (60) days prior written notice to the other party of its intent to terminate the Agreement.

Section 2. Services.

2.1 The City agrees to provide Payroll Services for the PCDC in accordance with this agreement. Payroll Services shall include:

Input employee information based on data received in writing from PCDC.

Process payroll, produce check or direct deposit. Process paid time off benefits.

Process payroll deductions as required by law or as directed by PCDC policy (e.g. employee benefits, contributions, taxes).

File/submit payroll taxes and file quarterly 941 reports.

Remit invoices to benefits providers (payments including employee and employer contributions).

Maintain records of vacation, sick leave, and personal holidays. Provide a payroll report to the PCDC each pay period.

- In the event of an over payment error in payroll processing, PCDC employee will remit overage to the City of Pflugerville within 5 working days of notification of overpayment. In the event of an underpayment error in payroll processing caused by City staff the error will be corrected within 2 working days of notification and confirmation of error. In the event an underpayment error in payroll processing was caused by PCDC staff, the error will be corrected on the next regularly scheduled payroll following notification and confirmation of error.
- PCDC staff shall submit all change requests regarding PCDC employee information, pay rate, benefits deductions or other related information in writing using the City approved form. No changes to payroll processing system or information will be made by voice request. No changes will be accepted during a payroll processing week after Monday at 5:00 p.m. until the payroll processing has been closed. All payroll deductions shall be made as required by law or as designated by PCDC policy and/or approved benefits plan.
- All previously accrued paid time off benefits will be rolled over from the City payroll system to the PCDC payroll system. This will include vacation, sick leave and personal holidays. The City will continue to manage the paid time off benefits for PCDC employees as a part of the payroll process.

2.2 The City agrees to provide Administrative Services for the PCDC in accordance with this agreement. Administrative Services shall include City personnel working part-time performing clerical and receptionist duties, on an as needed and availability basis, principally when PCDC staffing appointments would not allow for the PCDC Office to remain open during normal work hours or during

events where additional staffing is needed to support the Corporation's events.

2.3 The City agrees to provide Development Services Support for the PCDC in accordance with this agreement. Development Services Support shall include City personnel working part-time performing development and land use support to the PCDC, on an as needed and availability basis, principally when PCDC projects and negotiations need technical information and expertise in land use and planning to support the Corporation's mission.

Section 3. Compensations/Expenses.

3.1 PCDC shall reimburse the City for gross payroll and expenses incurred during the payroll processing including remittance of benefits, bills and taxes. In addition, an amount equal to 2% of the gross payroll and expenses incurred will be charged as an administrative fee for payroll and HR services. PCDC will be invoiced on a monthly basis, within 30 days of the last payroll date. PCDC must pay the entire amount of the invoice within 30 days of receiving it. Gross payroll and expenses shall include the following: Pay/salary including base pay, incentives, allowances, Employer portion of benefits and employer contributions, and Taxes and other federal or state required deductions/contributions

3.2 PCDC shall further pay the City an annual lump sum of \$6,040 each budget year, beginning October 1, 2015 and each year thereafter for administrative and development services support provided under this agreement.

Section 4. Notices.

Any notices required or desirable hereunder shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

Notice to the City:

City of Pflugerville
Attention: City Manager
100 East Main Street, Suite 300
P.O. Box 589
Pflugerville, TX 78660/78691

Notice to PCDC:

Pflugerville Community Development Corporation
Attention: President
203 West Main Street, Suite E
P.O. Box 1160
Pflugerville, TX 78660/78691

Section 5. This section left intentionally blank.

Section 6. General Provisions.

6.1 Neither party may assign this Agreement, or any interest in this Agreement, without the other party's prior written consent.

6.2 All remedies permitted hereunder are cumulative, not alternative. Waiver of any default herein is not a waiver of the subsequent default.

6.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns where permitted by this Agreement.

6.4 This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein or by other written agreement. If any provision herein is invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions. This agreement restates and supersedes the Original Payroll Services Agreement in its entirety.

6.5 This Agreement is executed in Texas and is in accordance with the law of Texas.

IN WITNESS WHEREOF, the undersigned PCDC and City have executed this agreement by and through their duly authorized representatives effective as of date first above written.

CITY OF PFLUGERVILLE

By: _____
Jeff Coleman, Mayor

PFLUGERVILLE COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Doug Weiss, President