



AGREEMENT FOR FINANCIAL BOOT CAMP TRAINING SERVICES

This Agreement is entered into by the City of La Vernia, a Texas Municipal Corporation (“City”), acting by and through its City Administrator Lindsey Wheeler, and the Texas Municipal League (“TML”) both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, City Charter, or City Ordinance, the term of this Agreement shall commence on August 12, 2024, at 8:00 a.m. and terminate on August 16, 2024, at 5:00 p.m. This agreement may be extended upon mutual agreement by both Parties.

II. SCOPE OF SERVICES

Subject to the direction and supervision of the City Administrator or designee, TML agrees to provide Financial Boot Camp training services described in this Article II. Scope of Services in exchange for the compensation described in Article III. Scope of Services are as follows:

- Review current processes and internal control and provide recommendations for improvement.
- Work with current staff to become more proficient in their financial duties, including budget preparation.

III. COMPENSATION TO TML

3.1 In consideration of TML’s performance in a satisfactory and efficient manner, as determined solely by the City Administrator or designee, of all services and activities set forth in this Agreement, the City agrees to pay an hourly rate of \$200.00. The TML designee will work a maximum of 40 hours per week unless additional hours are approved by the City Administrator. Any hours worked in excess of 40 hours per week will be billed at an hourly rate of \$200.00.

3.2 The City will reimburse TML for any expenses incurred including meals and lodging for any work that requires an overnight stay. Mileage shall be reimbursed at the maximum non-taxable rate allowed by the Internal Revenue Service at the time the mileage is incurred.

3.3 TML shall be paid at the hourly rate described in Paragraph 3.1 for travel time to and from city hall and any other travel made by TML's designee required by the City.

3.4 If TML is requested to estimate the total cost to be incurred for Financial Boot Camp services prior to services being rendered, TML will make its best efforts to provide an accurate estimate of costs and expenses. However, due to unforeseen conditions, any such estimate does not constitute a maximum amount and the final invoice may vary from the amount estimated.

3.5 The parties anticipate invoices of statements for services and expenses to be delivered within one month of the completion of the term stated in Article II.

3.6 Payment by the City is due within thirty days of the satisfactory completion of services and receipt of an invoice.

IV. OWNERSHIP OF DOCUMENTS

4.1 Any and all writings, documents, or information in whatsoever form and character produced by TML pursuant to the provisions of this Agreement are the exclusive property of the City; and no such writing, documents, or information shall be the subject of any copyright or proprietary claim by TML.

4.2 TML understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, the City has the right to use all such writings, documents, and information as the City desires, without restriction.

V. RECORDS RETENTION

5.1 TML shall properly, accurately, and completely maintain all documents, papers, records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at its respective offices, at all reasonable times and as often as the City may deem necessary during the Agreement period, including any extension or renewal hereof, for purposes of audit, inspection, examination, and making excerpts or copies of same by the City and any of its authorized representatives.

5.2 TML shall notify the City, immediately, in the event TML receives any requests for information from a third party that pertain to the documentation and records referenced herein. TML understands and agrees that the City will process and handle all such requests.

5.3 TML agrees to abide by and maintain adequate data security measures consistent with industry standards and technology best practices to protect the City's data from unauthorized access, disclosure, acquisition, destruction, use, or modification by an unauthorized person. TML will adhere to any applicable law relating to data security, personally identifiable information, and protected health information.

VI. TERMINATION

6.1 For purposes of this Agreement, “termination” of this Agreement shall mean termination by expiration of the Agreement term as stated in Article I, or earlier termination pursuant to any of the provisions hereof.

6.2 *Termination Without Cause.* This Agreement may be terminated upon 15 calendar days’ written notice from the City Administrator or TML.

6.3 TML shall be entitled to payment for services which were performed to the satisfaction of the City Administrator prior to termination.

VII. INDEPENDENT CONTRACTOR RELATIONSHIP

TML covenants and agrees that TML and employees or contractors of TML are serving as an independent contractor and not an officer, agent, servant, or employee of the City. TML shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

VIII. TEXAS GOVERNMENT CODE MANDATORY PROVISIONS

8.1 TML hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. TML hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. TML hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

8.2 TML hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IX. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement contains the entire agreement and understandings of the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, negotiations, and discussions. No amendment, modification, or alteration of the terms of this Agreement (including this article) shall be binding unless written and signed by both Parties.

City of La Vernia

Texas Municipal League

(Signature)
Printed Name: _____
Title: City Administrator
Date: _____

(Signature)
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

City Attorney