

AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES  
BETWEEN THE CITY OF LA VERNIA AND  
THE LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

THIS AGREEMENT, executed the 11<sup>th</sup> day of AUGUST, 2016, by and between the CITY OF LA VERNIA, a municipal corporation, acting by and through its City Council, situated in Wilson County, Texas (hereinafter referred to as "City"), and the La Vernia Municipal Development District, a municipal development district (hereinafter referred to as "LVMDD") acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the LVMDD according to the terms of this agreement. Direct services the City shall perform for the LVMDD shall include:

1. Providing Salary, workers' compensation, health, and retirement expenses for LVMDD employees.
2. Preparing all financial and investment reports and keeping all financial books and records required by applicable law.
3. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
4. Providing all necessary budgeting, accounting, financial management and investment management through the City's Finance Department.
5. Providing accounts payable, payroll, purchasing and other bookkeeping services with oversight and training of such services.
6. Providing for a repository of records, office and conference space.
7. Providing technology support of hardware, software and phone systems through the City's Information Technology Department.

8. Providing for legal services through the City Attorney's office at the rate that those services are provided to the City.
9. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Administrator/Executive Director, City Secretary, and appropriate staffing.
10. Providing for project management services.

It is understood and agreed that access to City staff resources by the LVMDD is secondary to the needs of the City Council of the City of La Vernia.

## II.

Subject to the LVMDD continuing to contract with the City for management services, the LVMDD will pay to the City for its services pursuant to this agreement, in the form of a flat annual fee in the amount of THIRTY THOUSAND SIXTY-EIGHT dollars and 00/100 cents (\$30,068.00) per year. Said amount is to be paid in equal monthly payments of TWO THOUSAND FIVE HUNDRED FIVE dollars and 66/100 cents (\$2,505.66) on the last day of every month.

In addition, the LVMDD will pay to the City the City attorney's hourly fees as charged to the City for all attorney services associated with the LVMDD.

In the event of the termination of this agreement, the LVMDD 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.

## III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the LVMDD.

## IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of ONE (1) year commencing August 1, 2016 and ending July 31, 2017, and said agreement shall be extended for additional one (1) 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.

## V.

1. This contract may be terminated by the City or LVMDD, in whole, or from time to time, in part, upon thirty (30) day's 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 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 LVMDD shall pay all expenses incurred through the date of termination.

VII.

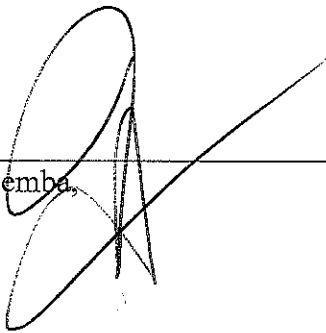
This Agreement shall take effect on the day of execution.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

**LA VERNIA  
MUNICIPAL DEVELOPMENT DISTRICT**

**CITY OF LA VERNIA**

\_\_\_\_\_  
Jennifer Moczygemba,  
President



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Robert Gregory,  
Mayor

