



City of La Vernia  
**MUNICIPAL DEVELOPMENT DISTRICT BOARD  
OF DIRECTORS MEETING**

102 E. Chihuahua St., La Vernia, Texas 78121

January 09, 2025

5:30 PM

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## AGENDA

1. **Call to Order and Declare a Quorum**
2. **Invocation, Pledge of Allegiance and Pledge of Texas Flag**
3. **Public Comments**
4. **Consent Agenda**  
*(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)*
  - A. Minutes from the November 2024 MDD meeting
5. **Discussion Only**
  - A. Discuss starting the 3-year planning efforts for the MDD Strategic Plan
  - B. Discuss creating a joint events committee for the MDD
  - C. Discuss upcoming plans for the 4th of July event
6. **Discussion/Action**
  - A. Discuss and consider action on construction to the walking trail
  - B. Discuss and consider action regarding Resolution No. 010925-01 amending the interlocal agreement between the City of La Vernia and the La Vernia Municipal Development District
7. **Future Agenda Items**
8. **Adjourn**

*The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.*

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia Municipal Development Board is a true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **January 06, 2025 at 5:30 PM** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

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Madison Farrow, City Secretary



**MUNICIPAL DEVELOPMENT DISTRICT BOARD  
OF DIRECTORS MEETING**

102 E. Chihuahua St., La Vernia, Texas 78121

November 14, 2024

5:30 PM

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**MINUTES**

**1. Call to Order and Declare a Quorum**

The meeting was called to order @5:30PM

MDD members Recker, Farmer, Hyland, Oates were present. Gilbert was absent.

**2. Invocation, Pledge of Allegiance and Pledge of Texas Flag**

Recker lead the prayer, as well as the pledge.

**3. Public Comments**

There were no public comments.

**4. Consent Agenda**

*(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)*

**A. Meeting Minutes from the 10-10-24 MDD Meeting**

Motion made by Oates, Seconded by Farmer to approve consent as listed, all in favor.

**5. Discussion Only**

**A. Discuss and provide update regarding the TxDot side walk project**

City Administrator Lindsey Wheeler provided an update on the TxDot sidewalk project, completion is expected within the next week. However, sidewalk bridges are delayed due to supply issues.

**B. Discuss and provide updates regarding Christmas in the park**

City Administrator Lindsey Wheeler provided an update regarding Christmas in the park.

We are hosting drives, Christmas toy drive, Sleeping bag drive, sleeping bags can be slightly used, and table fans and wall clocks for the Country Care Manor drive. All can be dropped off at City Hall.

MDD members suggested a backdrop for pictures and that we call the Shriners to see if they can come.

**C. Discuss and provide an update regarding the Pink Friday event**

City Administrator Lindsey Wheeler gave an update regarding the Pink Friday event. The Pink Friday event will be on 11/22/24 from 6PM - 10PM we will have busses taking our participants who have bought tickets to 11 local boutiques for an after-hours shopping experience.

- D. Discuss and provide an update regarding the result of the Hometown Hoedown  
MDD member Gilbert arrived @5:50 PM

City Administrator Lindsey Wheeler gave an update regarding the result of the Hometown Hoedown. She gave a breakdown for Placer AI, showing we had around 1,300 attendants some even visiting from as far as College Station, Dallas, Victoria, and San Angelo.

MDD members stated it was a great time, they loved the vendors and band. They suggested next year we bring the city tables and chairs, as well as starting at 6 PM.

## 6. Discussion/Action

- A. Discussion surrounding the purchase of a City admin vehicle  
City Administrator Lindsey Wheeler provided information on the new City Admin vehicle, the City purchased a 2022 Chevrolet Equinox.  
Motion made by Oates, to splitting the amount of the vehicle by giving half of the amount to the City. With the City paying maintenance and insurance, seconded by Gilbert, all in favor.

## 7. Future Agenda Items

- A. Discuss three year plan  
MDD members discussed canceling December's meeting unless something comes up.  
The next meeting will be in January where MDD Executive Director Felicia Carvajal will discuss with the MDD members their three-year plan, this will be workshop style.

## 8. Adjourn

Motion made by Oates, Seconded by Gilbert to adjourn @6:04PM, all in favor.

*The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.*

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia Municipal Development Board is a true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on **Nov 8th, 2024 at 5:00 PM** and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

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Felicia Carvajal, Executive Director

# La Vernia Pathway: Progress with Purpose

## Overview

The La Vernia Municipal Development District (MDD) will develop a three-year comprehensive plan to strategically guide the city's future economic development. The goal of the Comprehensive Economic Development Plan is to align the LV MDD, city leadership, and community partners around a unified vision for La Vernia's future.

## Goals

- Hear from a variety of representatives and voices throughout La Vernia.
- Create an ambitious vision for a thriving future.
- Formulate a straightforward and focused action plan for the MDD to achieve over the next three years.

## Meetings



### MDD Workshop- January

- Goals: Establish Mission, Vision, 3 year objectives. Hear from Business Owners and identify community needs



### LV MDD & Community - February 13th

- The La Vernia MDD will invite business owners and community members to the MDD meeting to discuss topics in the survey and topics that may not have been covered yet.



### MDD Board Meetings

- March: Review community & Board feedback and identify key goals.
- April: Evaluate the first draft of the plan.
- May: Review the final draft.

## 01 | Introduction

- Project setup
- Purpose of the document
- Overview of the planning process
- Stakeholder engagement



### Structure of Document

## Summary Background

## 02

- Overview of La Vernia's economic and demographic conditions
- Identify opportunities and challenges for future economic planning
- Reviews input from stakeholders

## 03 | Strategic Focus

- Economic Expansion and Prosperity
- Talent and Workforce Development
- Infrastructure Development
- Communication and Marketing Strategies
- Quality of Life (including Parks, Events, and Tourism)



## MDD Strategy and Action Plan

## 04

This chapter presents a three-year strategic roadmap for La Vernia's economic development, outlining goals and actionable steps for the MDD and its partners. Using a "Now, Next, Beyond" framework, it guides collaboration among stakeholders to achieve objectives and foster sustainable growth.



**CONSTRUCTION**  
**COMMERCIAL / RESIDENTIAL**

4013 CR 342 Office: 830-253-5737 service@OSOconstructionSATX.com  
 La Vernia, Tx 78121 Fax: 866-635-7197 www.OSOconstructionSATX.com

Section 6, Item A.

**PROPOSAL**

**Customer**

Name City of La Vernia - Attn: Felicia Carvajal  
 Address 222 San Antonio Rd.  
 City La Vernia State Tx Zip 78121  
 Phone 830-779-4541 fcarvajal@lavernia-tx.gov

**Misc**

Date 11/22/2024  
 Order No.

Description	TOTAL
<b>Walking Patch - Asphalt Paving</b> Section 1: 860 feet x 8 feet wide Section 2: 1,600 feet x 8 feet wide Section 2: 8 concrete drainage bridges Total area: 19,680 sq ft Apply light layer of tack oil to existing asphalt Install 2" hot mix type D Roll and compact asphalt to 1.5"  8 concrete drainage bridge Saw cut 3' out Remove existing asphalt Install new asphalt to provide a clean transition to concrete and existing asphalt	\$ 118,750.00



**Payment** Other

Terms 1/3 down after start of project  
1/3 due upon midpoint of project  
1/3 due to finish

SubTotal	\$ 118,750.00
Tax Rate(s)	
<b>TOTAL</b>	<b>\$ 118,750.00</b>

Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights of business/home. An 10% interest will be applied to any unpaid balance of this contract if payment agreements are not met as a monthly fee in addition to a \$1,000 penalty fee per day. Should payment not be rendered as outlined in the contract, any fees incurred from attorneys fees will be added to the unpaid balance of this contract.

Any alterations or deviations from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

Respectfully Submitted By: OSO Construction  
 Per: Val Pena

**ACCEPTANCE OF CONTRACT**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
 Date: \_\_\_\_\_ Signature \_\_\_\_\_

Kickin' Asphalt, LLC  
PO Box 127  
Saint Hedwig, TX 78152  
+12103858103  
contactus@kickinasphaltrx.com



**ADDRESS**

City of La Vernia  
La Vernia, Texas

Estimate

DATE 10/31/2024

DATE	ACTIVITY	AMOUNT
10/31/2024	<b>Asphalt Overlay</b> Walking Path in City Park	44,154.00
	<ol style="list-style-type: none"> <li>1. Remove vegetation in designated area</li> <li>2. Clean all loose debris off designated are</li> <li>3. Saw cut and remove asphalt in designated area</li> <li>4. If necessary fill in any low spots in designated area</li> <li>5. Spray a tac coat onto existing asphalt (this help bonds new asphalt to old asphalt)</li> <li>6. Lay 2.5" of type D hot mix asphalt</li> <li>7. Wet and compact asphalt to 2"</li> <li>8. Finish roll asphalt with rubber tire roller</li> </ol>	

Thank you for your business! We accept cash, checks, and credit cards (paid thru Quickbooks online with a fee associated)

\*\* Estimate must be signed and returned via email to Kickin' Asphalt, LLC before work will begin. By signing this estimate you agree to the terms listed below.

\*\* Please note that payments are due: half down at start of job and FINAL PAYMENT DUE AT COMPLETION OF JOB - unless otherwise approved by Kickin' Asphalt, LLC

\*\* If final payment is NOT received at completion of job there will be a 30% late fee added to the remaining balance.

\*\* If Final payment is not received with in 10 days of completion of job, Kickin' Asphalt, LLC will - under Chapter 53 of the Texas Property Code - file a lien on the customer's property at which the work by Kickin' Asphalt, LLC was completed. Customers will be responsible for ALL legal fees incurred if a lien is placed on customer's property due to nonpayment.



\*\* Please note that the email will also have warranty information documentation. Email delivery of this document acts as acknowledgement/agreement with Kickin' Asphalt's warranty agreement

TOTAL	\$44,154.00
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Accepted By

Accepted Date

**RESOLUTION NO 010925-01**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS AUTHORIZING EXECUTION OF AN AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA VERNIA AND THE CITY OF LA VERNIA MUNICIPAL DEVELOPMENT DISTRICT DATED AUGUST 11<sup>TH</sup> 2016; EXECUTION OF ALL APPLICABLE DOCUMENTS BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts ("ILA"), authorizes contracts between political subdivisions for the performance of governmental functions and services; and

**WHEREAS**, the City of La Vernia ("City") and the La Vernia Municipal Development District ("MDD") entered into an Interlocal Agreement ("Agreement") on August 11, 2016; and

**WHEREAS**, the Agreement automatically renewed on July 31, 2017, but was only valid through July 31, 2018; and

**WHEREAS**, the Parties find that it is in the best interest of the Parties for the City to provide fiscal, personnel, and professional services to the MDD under the terms of the Agreement; and

**WHEREAS**, the City Council finds it necessary to amend the existing Agreement for inclusion of certain direct services provided by the City for transparency and to extend the renewal clauses of the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:**

**Section 1.** The Interlocal Agreement between the City of La Vernia and the La Vernia Municipal Development District shall be amended as set forth in the attached, as **Exhibit A**.

**Section 2.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

**Section 3.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

**Section 4.** That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

- Section 5.** All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provision of this resolution shall be and remain controlling as to the matters resolved herein.
  
- Section 6.** This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
  
- Section 7.** This resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED, APPROVED, and ADOPTED on this 9<sup>th</sup> day of January 2025.**

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Martin Poore, Mayor

ATTEST:

\_\_\_\_\_  
Madison Farrow, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



THE STATE OF TEXAS

COUNTY OF WILSON:

This Interlocal Agreement Between the **City of La Vernia**, a municipal corporation, situated in Wilson County Texas, acting by and through its City Administrator, (hereinafter referred to as "City"), and the **La Vernia Municipal Development District** a political subdivision of the State of Texas (hereinafter referred to as the "MDD" or the "District") acting by and through its President and in accordance with Texas Local Government Code Chapter 377, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the "Effective Date"). The City and the District are collectively referred to herein as the "Parties" and are each a "Party".

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts ("ILA"), authorizes contracts between political subdivisions for the performance of governmental functions and services; and,

**WHEREAS**, the Parties desire to enter into an ILA to maximize efficiency and minimize costs in the areas of fiscal, personnel, and professional services in the provision of economic development programs that mutually benefit the Parties and serve a public purpose; and,

**WHEREAS**, the Parties hereby find that it is in the best interest of the Parties for the City to provide fiscal, personnel, and professional services to the district under the terms stated herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. PURPOSE**

The purpose of this ILA is to define the fiscal, personnel, and professional services to be provided by the City on behalf of MDD in the provision of economic development programs that mutually benefit the Parties and serve a public purpose. The employees and agents of each party performing under this agreement are representatives of that party and shall not be considered to be employees or agents of the other party, even if compensated for services by the other party for work performed.

**ARTICLE 2. TERM**

The initial term of this Agreement begins upon approval of the governing bodies of the Parties and execution by their respective designees and shall expire on September 30, 2025. The ILA shall automatically be renewed each year unless terminated as herein provided and each successive one-year term shall begin October 1<sup>st</sup> and run concurrently with the fiscal year so long as the funds required hereunder are appropriated by the governing bodies of the Parties.

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**ARTICLE 3. SERVICES PROVIDED BY CITY**

The City is responsible for providing fiscal and additional staff support services to MDD. Such services are subject to the City and MDD mutually agreeing to an annual cost for each said services.

**3.1 Direct Services**

The following direct services will be provided by the City to the MDD.

**3.1.1 Transaction Processing**

The City will provide financial management, accounting and purchasing services to and for MDD. The City will allow the MDD to utilize existing City contracts if determined to be beneficial to the MDD, agreed to by the vendor, and does not interfere with vendor's performance on existing City contracts. The Board assumes responsibility for the legal and proper expenditures of all Development Project Fund monies. All monies are budgeted and expended according to the latest approved budget and in conformance with the adopted Rules of Operation.

**3.1.2 Accounting**

The City shall maintain one or more separate accounts under the supervision of the City Administrator for the City. The City Administrator in carrying out the requirements of this ILA, is responsible only in the capacity of a trust officer for the funds involved. The Finance Admin shall use generally accepted accounting procedures to satisfy their duties pursuant to this ILA. The City shall pay all invoices on a timely basis. The City shall receive all sales tax disbursements for MDD from the Texas Comptroller of Public Accounts.

**3.1.3 Finance**

The authorization of disbursements of funds to recipients of funding under contract with MDD will be made by the Board pursuant to the adopted Rules of Operation in the ILA specified by the action of the Board, so long as the MDD Development Project Fund has sufficient funds to accommodate all payment requests.

#### 3.1.4 Financial Reporting

The City will provide an Investment Officer that will ensure compliance with the Public Funds Investment Act and also inform/report quarterly to the Board the status of MDD's investment portfolio and financial results.

#### 3.1.5 Annual Financial Statement Audit

The City will manage the annual financial statement audit and compilation of the annual financial report.

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#### 3.1.6 Compliance with the Open Meetings Act

The Secretary of the Board, in coordination with City Secretary staff, shall record the meeting minutes of the Board and its committees, if required, and the City shall retain the records of the MDD, as well as ensure all notices are posted and served as required by law.

#### 3.1.7 Advisory Services

The City shall provide advisory services to the MDD. City shall not be liable for any advisory services given, and the MDD is under no obligation to accept the advisory services provided by City.

#### 3.1.8 Records Management

The City shall maintain records of MDD activities in accordance with the same state-mandated records retention schedule that is followed by the City.

#### 3.1.9 Grant Application Processing

The City shall work with the MDD on identifying potential grant opportunities that align with the MDD's statutory purpose, policies and goals. If determined to be beneficial, the City may apply for such grants. The MDD will assist the City with obtaining any information necessary for the initial application and will supply any additional information in a timely manner. The City will coordinate with the Grant Requestor and assist in monitoring the application until a decision is made.

3.1.10 Grant Administration

If a grant is approved, the City will be responsible for administering the grant and confirming all grant requirements are met. The City will supply any information to the MDD upon request. The MDD is the final authority for approval of grant disbursements.

3.1.11 Meeting/ office Facilities

The City shall provide meeting as well as office facilities for the MDD. In the event that a meeting is conducted outside of City facilities, the MDD will be responsible for the cost of the meeting site.

3.1.12 Website Services

The City shall provide website services for the MDD, including hosting associated webpages on the City's website and associated management.

3.1.13 Information Technology Services

The City shall provide information technology services for the MDD, through our technology service contracts.

3.1.14 Legal Services

The City shall provide Legal services for the MDD, when needed through our contract law firm. These services will be direct billed to the MDD from the city.

3.2 Indirect Services

3.2.1 Administrative, Facilities & Supplies Overhead

Administrative Costs for City employees, facilities, and supplies shall be included in the annual budgets as approved by the MDD and City under the terms of the ILA.

**ARTICLE 4. BILLING PROCEDURES AND PAYMENT**

The City shall submit invoices for the expenses and the cost of indirect services no more often than on a monthly basis. The MDD shall process the invoices and shall pay the City no later than 30 days after the date the invoice is received. If circumstances warrant that the amount requires adjustment between budget cycles, a budget amendment agreed to by both parties will be executed. The rates for services to be performed each fiscal year shall be attached hereto as Exhibit B.



**ARTICLE 5. TERMINATION AND AMENDMENTS**

Either party may terminate this ILA in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

Either party can request an amendment to this ILA by giving thirty (30) days written notice. The amendment becomes effective only by the approval and signature of both parties.

In the event of termination, all costs incurred through the date of termination will be paid within thirty (30) days of request for reimbursement or payments.

**ARTICLE 6. ADMINISTRATION OF AGREEMENT**

All notices pursuant to this ILA shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City: City Administrator  
City of La Vernia  
102 Chihuahua St  
La Vernia, TX 78121

If to MDD: Executive Director  
City of La Vernia Municipal  
Development District City of  
102 Chihuahua St  
La Vernia, TX 78121

**ARTICLE 7. DISPUTE RESOLUTION**

In the event that a dispute arises regarding the interpretation of the terms, duties, and responsibilities of the Parties under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties solely to the extent of the disputed contract provision. Nothing herein shall limit or waive either Parties right to defend itself or seek relief in any manner allowed by law.

**ARTICLE 8. GOVERNING LAW AND AUTHORITY**

The laws of the State of Texas shall govern this ILA and all obligations hereunder of the parties are performable in La Vernia, Texas. Venue for any legal proceeding is Wilson County, Texas. Any applicable state or federal statute or rule will take precedence over any inconsistency in the Interlocal Agreement or in any statement of work issued under the Interlocal Agreement. The City Administrator shall be the signature authority for the City, and the Executive Director shall be the

signature authority of the MDD. Each party may choose to delegate signature authority to any individual or entity. Any amendment to this agreement and by mutual agreement of both parties.

**ARTICLE 9. NON-ASSIGNMENT**

This ILA shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives' successors and assigns. Neither the City nor MDD shall assign any duty of this ILA, excepting those already identified herein, without written consent of the other.

**ARTICLE 10. SEVERABILITY**

Should any provisions of this ILA for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

**ARTICLE 11. ENTIRETY OF AGREEMENT**

This is the entire agreement between the parties and no modification of this ILA shall be of any force or effect, unless it is in writing signed by both parties. No official, employee, agent or representative of the City or MDD has any authority, either express or implied, to amend this ILA, except pursuant to such express authority as may be granted by the governing body of the City of La Vernia or MDD Board of Directors.

**ARTICLE 12. OFFICIALS NOT TO BENEFIT**

No public official of the governing body of the City or MDD who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the ILA which affects his/her personal interest, nor shall he/she have any personal or pecuniary interest direct or indirect in this ILA or proceeds thereof.

**ARTICLE 13. OWNERSHIP OF DOCUMENTS**

Copyright in all material created by City and paid for by MDD as part of this Agreement shall be the property of City. Both City and MDD may use these materials, and permit others to use them. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the City provides and uses to perform this Agreement but which is not created for or paid for by the MDD shall be owned by the City or such other party as determined by Copyright Law; however, for any such materials, City hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to the MDD to use the material for MDD internal purposes.

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**ARTICLE 14. GOVERNMENTAL FUNCTIONS; LIABILITY; NO WAIVER OF IMMUNITY OR DEFENSES**

Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

1. The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
2. The relationship of the Parties shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
3. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.

Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with the Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the participating Party or its respective employees, agents, representatives, or assigns, in connection therewith.

Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and no Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

No participant waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

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**ARTICLE 15. AGREEMENT**

**This ILA shall constitute the sole agreement between the City and MDD relating to the object of this ILA and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this ILA are of no force and effect.**

WITNESS our hands to this AGREEMENT this 9th day of January 2025.

**MDD**

\_\_\_\_\_  
Flicia Carvajal, Executive Director

**CITY**

\_\_\_\_\_  
Lindsey Wheeler, City Administrator

\_\_\_\_\_

EXHIBIT B:

Compensation

Fiscal Year	Rate of Services
2024-2025	\$60,000

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