



**City of La Vernia**  
**REGULAR CITY COUNCIL MEETING**  
City Council Chambers of La Vernia City Hall  
102 E. Chihuahua Street, La Vernia, Texas 78121  
&  
**VIA TELEPHONE CONFERENCE**

September 10, 2020  
6:30 PM

**USING TELEPHONE OR MOBILE DEVICE:** To listen to the meeting, please use the phone number and Conference ID below.

**Toll Dial-In Number: 1-512-717-4201**

**Toll-Free Dial-In Number: 1-800-717-4201**

**Conference ID: 130-2088 #**

To address the Council, please select \*5 on your phone; this will place you in queue for speaking. At the appropriate time the City Secretary will call upon each individual separately.

A recording of the conference will be made and will be available to the public in accordance with the Open Meetings Act.

**AGENDA**

**1. Call to Order**

**2. Invocation, Pledge of Allegiance, and Texas Pledge** (*Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible*).

**3. Citizens to be Heard-**

To address the Council, please select \*5 on your phone (via teleconference information provided above); this will place you in queue for speaking. At the appropriate time the City Secretary will call upon each individual separately.

Persons may submit questions or comments for items on the agenda by email to: [bporter@lavernia-tx.gov](mailto:bporter@lavernia-tx.gov). Questions or comments submitted by email must be received by the City Secretary at least 1 hour prior to the scheduled start of the meeting in order to be presented to the City Council during the meeting.

**4. Consent Agenda**

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

- A. Minutes from the August 13, 2020 Regular City Council Meeting
- B. Minutes from the August 26, 2020 Joint Budget Workshop
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of August;
- D. Check Register and financial report

**5. Proclamation**

- A. Present a proclamation to Guadalupe Valley Family Violence Shelter, Inc. declaring October as Domestic Violence Awareness & Prevention

**6. Discussion/Action**

- A. Discuss and consider action on amending the Interlocal Agreement for Police Services with La Vernia ISD.
- B. Discuss and consider action on upgrading court software from HCSS to LGS.
- C. Discuss and consider action on switching cellular services from Verizon Wireless to First Net (AT&T).
- D. Discuss and consider action on going out for bids for FY 2019-2020 Street Project.

**7. Public Hearing & Adoption of Budget & Tax Rate**

- A. Public hearing regarding the 2020-2021 Fiscal Year Budget
- B. Discuss and consider approval of an Ordinance No. 091020-01 adopting the 2020-2021 Fiscal Year Budget
- C. Discuss and consider Resolution 091020-01 ratification of the property tax increase reflected in the 2020-2021 Fiscal Year Budget
- D. Public hearing regarding the 2020 Property Tax Rate.
- E. Discuss and consider approval of Ordinance No. 091020-02 adopting the 2020 Ad Valorem Tax Rate, consisting of Operation & Maintenance and Interest & Sinking (Debt Service) Tax Rate.

**8. Items Specific to Future Line Items on the Agenda**

**9. Adjourn**


**DECORUM REQUIRED**

Any disruptive behavior, including shouting or derogatory statements or comments may be ruled out of order by the Presiding Officer. Continuation of this type of behavior could result in a request by the Presiding Officer that the individual leave the meeting, and if refused, an order of removal.

The City Council for the City of La Vernia 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 Governmental 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 (Deliberations about Security Devices), and §551.087 (Economic Development), and any other provisions under Texas law that permits a governmental body to discuss a matter in closed executive session.

The City of La Vernia City Council meetings are available to all persons regardless of disability. This facility is wheelchair accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary at (830) 779-4541 or email [bporter@lavernia-tx.gov](mailto:bporter@lavernia-tx.gov).

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia City Council is a true and correct copy of said Notice and that I posted 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 **September 4, 2020 at 5:30 P.M.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

  
 \_\_\_\_\_  
 Brittani Porter, City Secretary

**MASKS ARE REQUIRED UPON ENTRY**





**City of La Vernia**  
**REGULAR CITY COUNCIL MEETING**  
City Council Chambers of La Vernia City Hall  
102 E. Chihuahua Street, La Vernia, Texas 78121  
&  
**VIA TELEPHONE CONFERENCE**

August 13, 2020  
6:30 PM

**Minutes**

**1. Call to Order** – Mayor Gregory called the meeting to order and declared a quorum. All members present.

**2. Invocation, Pledge of Allegiance, and Texas Pledge** - Invocation was led by Mayor Gregory, all members in attendance recited the Pledge of Allegiance and the Texas Pledge.

**3. Citizens to be Heard**- there were no citizens to be heard

**4. Consent Agenda**

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

- A. Minutes from the July 9, 2020 Regular City Council Meeting
- B. Minutes from the July 28, 2020 Joint Budget Workshop
- C. La Vernia Police Department – Reports, Traffic Violations & Arrests; and Number of Occurrences by Offense for the month of July;
- D. Check Register and financial report
- E. Quarterly investment report

**MOTION:** Councilman Poore made a motion to approve the consent agenda as presented seconded by Councilwoman Hutchinson. **Motion passes: 5-0**

**5. Discussion/Action**

- A. **Discuss and consider action on approving engagement letter for audit with Armstrong, Vaughn & Associates, P.C.**

**MOTION:** Councilman Poore made a motion to approve Armstrong, Vaughn & Associates to complete audit, seconded by Councilman Oates. Motion passes: 5-0.

- B. **Discuss and consider action on renewing the lease for an additional five (5) year term at the conclusion on the current term with CommZoom.**

**MOTION:** Councilman Oates made a motion to renew the lease for an additional five (5) years, seconded by Councilwoman Recker. Motion passes: 5-0.

- C. **Discuss and consider action on bid acceptance for the Filter Plant located on CR 342.**

Mayor Gregory stated that on Tuesday morning we had a bid opening, in which four bidders attended. One of the contractors that was present was J&K which they were \$100k higher than MGB, lowest bidder. Contractor can start immediately, would start the pad first and take 14 weeks to get pad and tower in. Looking at 20+ weeks for completion. They would also do some additional modification to the filter plant as well. Total costs would be, \$457,000.00 and we would need to look at where we would pull this from. This is going to bring us up to \$100k in deductions. The thought amongst us was that in a year this would cost more however it would get us up to the connections in growth. Make sense to bite the bullet versus staging this off.

**MOTION:** Councilman Poore made a motion to approve bid acceptance from MGB, seconded by Councilwoman Recker. Motion passes: 5-0.

**D. Discuss and consider action on approving the Wilson County Appraisal District FY 2021 Budget**

Mayor stated that at the last meeting that was had, citizens were concerned and passionate about the rising taxes. Appraisal district is running very thin and giving back to a lot of the entities which has been that way since 2015. He also stated the budget was stagnate, in which they raised the Asst. Chief Appraisers pay to be in line with others.

**MOTION:** Councilman Hennette made a motion to approve the Wilson County Appraisal District FY 2021 Budget, seconded by Councilman Poore. Motion passes: 5-0.

**E. Discussion and action on authorization to issue requests for proposals (RFP) for administration services and requests for qualifications (RFQs) for engineering services related to the 2021-2022 Community Development Block Grant (CDBG) program administered by the Texas Department of Agriculture (TDA).**

Based off low to mod, we will not qualify for. City Administrator stated we need more than 51% low to mod income within the city limits. No action taken.

**6. Discussion Only**

**A. Discussion on Budget Meetings**

Need to have one more meeting before the September meeting. Council requested to email to be sent out to narrow down a date and time that would be feasible for all.

**B. Discussion on Fiscal Year Tax Rate**

Mayor and City Administrator had a discussion and although sales are up we have a short fall. Mayor Gregory stated we do not even know what next year is going to look like as we move forward. We have some options but the tax rate is going down however there is an increase when you look at the taxable values. .1889 is a 3% increase in revenue, which has generally stayed the same over the years yet still having an increase. Mayor stated this is a discussion for when we come up with a conclusion at the next budget meeting or during the September meeting.

**7. Closed Session**

- A. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the City Administrator.**

The La Vernia City Council entered into Executive Session at 7:00 PM to discuss the job performance of the City Administrator and the Police Chief.

- B. Pursuant to Local Government Code §551.074 of the Open Meeting Act. Tex. Gov't Code, council will meet in closed session to deliberate annual job performance of the Police Chief.**

The La Vernia City Council entered into Executive Session at 7:00 PM to discuss the job performance of the City Administrator and the Police Chief.

- C. Reconvene into Regular Session and take action/or give direction, if necessary on items discussed in Executive Session.**

La Vernia City Council reconvened into open session at 7:58 PM.

Mayor Gregory will meet with the City Administrator and Police Chief tomorrow.

**8. Items Specific to Future Line Items on the Agenda**

- Wastewater/Sewer Plant

**9. Adjourn** – Councilman Hennette made a motion to adjourn the meeting, seconded by Councilman Poore. Motion approved by all and the meeting was adjourned at 8:03 PM.

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Robert Gregory, Mayor

ATTEST:

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Brittani Porter, City Secretary



## City of La Vernia

### CITY COUNCIL BUDGET WORKSHOP

City Council Chambers of La Vernia City Hall  
102 E. Chihuahua Street, La Vernia, Texas 78121  
&  
VIA TELEPHONE CONFERENCE

August 26, 2020

5:30 p.m.

#### Minutes

1. **Call to Order** – Mayor Gregory called the meeting to order at 5:30 PM and declared a quorum. Members absent: Councilman Oates.
2. **Pledge of Allegiance and Invocation** – Mayor Gregory gave the invocation and all in attendance recited the Pledge of Allegiance and Texas Pledge.
3. **Discussion/Action**
  - A. **Discuss and consider action on the City of La Vernia and Municipal Development District 2020 - 2021 Fiscal Year budget.**

Went over proposed tax rate. Under personnel, 2% COLA, as far as insurance, medical went up 18.8%, went up 5% percent and dental 11.5% life and vision stayed the same. Proposed K-9 Officer dog was brought up, fees would be roughly \$10k and the handler would be Officer Hutchinson. City Administrator also mentioned Utility Dept. needing a new office building as theirs was old and floor needed some major repairs. Council wanted to move forward with getting an office building for public works and would consider a K-9 in the future.
  - B. **Discussion on Capital Improvement Projects.**

City Administrator sat down with public works and compiled a list of future projects that they would like to see come together. For now Filter Plant would need focus.
4. **Adjourn-** Councilman Poore made a motion to adjourn the meeting, seconded by Councilman Hennette. All were in favor and meeting was adjourned at 6:38 PM.

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Robert Gregory, Mayor

ATTEST:

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Brittani Porter, City Secretary

La Vernia Police Department  
Enforcement Statistics  
August 2020

**Case Type**

Criminal Complaints	11
Incident	47
<b>Total</b>	<b>58</b>

**CRIMINAL COMPLAINT - Offense Code**

RECOVERED STOLEN VEHICLE	1
FRAUD	1
DEBIT CARD ABUSE	1
UUMV	3
FORGERY	1
CRIMINAL TRESPASS	1
EVADING W/VEHICLE	1
POSS CS PG 1	1
MAN/DEL CS PG 1	1
<b>Total</b>	<b>11</b>

**INCIDENT - Offense Code**

ACCIDENT INVOLVING DAMAGE TO V	6
ALARM	4
INFO	17
WARRANT SERVICE	2
DISTURBANCE	3
FOUND PROPERTY	2
CHILD CUSTODY	2
CIVIL MATTER	2
WELFARCE COCERN	4
SUSPCIOUS PERSON	5
<b>Total</b>	<b>47</b>

**Citations**

VIOLATIONS	62
WARNINGS	56
<b>Total</b>	<b>118</b>



Bruce Ritchey  
Chief of Police



## Proclamation

# Domestic Violence Awareness and Prevention Month 2020

**WHEREAS,** the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse including abuse to children and the elderly; and

**WHEREAS,** the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

**WHEREAS,** the impact of domestic violence is wide ranging, directly effecting individuals and society as a whole, here in this community, throughout the United States and the world; and

**WHEREAS,** women are not only targets; young children and the elderly also are victims, and sadly, emotional scars are often permanent, and domestic violence costs United States' companies at least \$3.5 billion in lost work time, increased health care costs, higher turnover, and lower productivity; and

**WHEREAS,** it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

**NOW, THEREFORE,** I, Robert W. Gregory, Mayor, of the City of La Vernia, Texas, do hereby proclaim the month of October as "**Domestic Violence Awareness Month**" and call all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in our effort to prevent domestic violence, thereby strengthening the communities in which we live.

*Presented this 10<sup>th</sup> day of September, 2020*

City Seal

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Robert W. Gregory, Mayor

Attest:

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Brittani Porter, City Secretary



SECRET

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1. This document contains information that is classified as SECRET and is intended for the use of authorized personnel only. It is to be controlled, stored, and transmitted in accordance with the applicable security policies and procedures.

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SECRET

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION



**AMENDMENT TO INTERLOCAL AGREEMENT**  
**FOR POLICE SERVICE**


The following provisions ("Amendments") supplement, modify, amend, and/or delete provisions of the INTERLOCAL AGREEMENT FOR POLICE SERVICE by and between La Vernia Independent School District and the City of La Vernia, Texas, dated August 17, 2020 ("Agreement") and control to the extent of any conflict with provisions of the Agreement. Where a portion of the Agreement is not supplemented, modified, amended, and/or deleted by these Amendments, such unaltered portions of the Agreement shall remain in effect. The District and City agree that this Amendment complies with provision 5.3 of the Agreement.


**Add "ARTICLE VI" and the following sections to the Agreement:**

- 6.1 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing, security, crowd control, and other tasks during UIL events, except as provided herein; at a rate of \$30.00 an hour (max 5 officers Varsity Football, max 1 officer all other UIL events unless otherwise requested).
- 6.2 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for traffic control morning and afternoon, and other tasks, except as provided herein; at a rate of \$25.00 an hour. Morning traffic control will be limited to 1 hour (no more than two officers) and afternoon traffic will be limited to 1 hour.
- 6.3 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing and security of district property, except as provided herein; at a rate of \$25.00 an hour for 4 hours.

EXECUTED on August 17, 2020.

**LA VERNIA INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_  
LYISD Board President

  
\_\_\_\_\_  
LVISD Board Secretary

EXECUTED on \_\_\_\_\_, 2020

**CITY OF LA VERNIA, TEXAS**

\_\_\_\_\_  
Mayor, City of La Vernia

\_\_\_\_\_  
City Administrator

**AMENDMENT TO INTERLOCAL  
AGREEMENT FOR POLICE SERVICE**

The following provisions ("Amendments") supplement, modify, amend, and/or delete provisions of the INTERLOCAL AGREEMENT FOR POLICE SERVICE" by and between La Vernia Independent School District and the City of La Vernia, Texas, dated \_\_\_\_\_, 2018 ("Agreement") and control to the extent of any conflict with provisions of the Agreement. Where a portion of the Agreement is not supplemented, modified, amended, and/or deleted by these Amendments, such unaltered portions of the Agreement shall remain in effect. The District and City agree that this Amendment complies with provision 5.3 of the Agreement.

1. Delete section 3.1 of the Agreement and replace with the following:

3.1 The City agrees to provide two (2) uniformed commissioned police officers ("Officer" or "SRO") to the District under the terms provided in the Agreement for purposes of fulfilling the role of police protection on property owned or operated by the District.

2. Reference in the Agreement to the singular "Officer" or "SRO" shall mean and include the plural "Officers" or "SROs", where such indication is applicable to account for this Amendment of the Agreement to provide for assignment of an additional Officer to the District. Each and every provision of the Agreement applicable to one officer shall likewise be applicable to two officers as this Amendment to the Agreement provides for assignment of an additional officer to the District.

3. Delete section 3.6 of the Agreement and replace with the following:

3.6 In addition to the Officer under paragraph 3.1 of this Agreement, the City will provide and pay for the following items:

- Two police cars when available
- A current juvenile code
- A current family code
- A current penal code
- Campus officer training for the Officers
- First aide and C.P.R. training for the Officers
- Two current La Vernia Police Department citation books
- Stationary
- The 12% administration fee charged by the City for School Resource Officer Services shall be waived in exchange for the Officers returning to City related duties at those times when the officers are not scheduled for school related work.

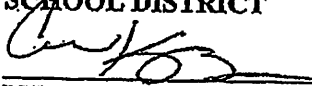
EXECUTED on August 20, 2018.

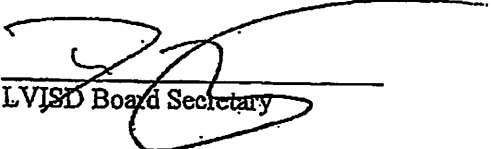
CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Mayor, City of La Vernia

\_\_\_\_\_  
City Administrator

LA VERNIA INDEPENDENT  
SCHOOL DISTRICT

  
\_\_\_\_\_  
LVISD Board President

  
\_\_\_\_\_  
LVISD Board Secretary



August 18, 2020

Mayor Robert Gregory  
City of La Vernia  
102 E. Chihuahua  
La Vernia, TX 78121

**RE: Renewal of Interlocal Agreement for Police Service and Amendment to Agreement**

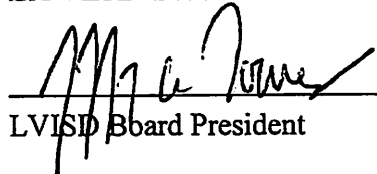
This letter serves as notification of intent to renew the Interlocal Agreement for Police Service between La Vernia Independent School District and the City of La Vernia for the term of 1 year August 18, 2020 to August 18, 2021. In addition, the Proposed Amendment to the Agreement, dated August 2020, is also enclosed.


Included you will find the following documents related to the Agreement:

- Original Version of Interlocal Agreement for Police Service (2017)
- Amendment to the Interlocal Agreement for Police Service dated August 20, 2018
- Proposed Amendment to the Interlocal Agreement for Police Service, dated August 2020

EXECUTED on August 17, 2020.

LA VERNIA INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
LVISD Board President

  
\_\_\_\_\_  
LVISD Board Secretary

EXECUTED on \_\_\_\_\_, 2020

CITY OF LA VERNIA, TEXAS

\_\_\_\_\_  
Mayor, City of La Vernia

\_\_\_\_\_  
City Administrator

**AMENDMENT TO INTERLOCAL AGREEMENT**  
**FOR POLICE SERVICE**


The following provisions ("Amendments") supplement, modify, amend, and/or delete provisions of the INTERLOCAL AGREEMENT FOR POLICE SERVICE by and between La Vernia Independent School District and the City of La Vernia, Texas, dated August 17, 2020 ("Agreement") and control to the extent of any conflict with provisions of the Agreement. Where a portion of the Agreement is not supplemented, modified, amended, and/or deleted by these Amendments, such unaltered portions of the Agreement shall remain in effect. The District and City agree that this Amendment complies with provision 5.3 of the Agreement.


**Add "ARTICLE VI" and the following sections to the Agreement:**

- 6.1 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing, security, crowd control, and other tasks during UIL events, except as provided herein; at a rate of \$30.00 an hour (max 5 officers Varsity Football, max 1 officer all other UIL events unless otherwise requested).
- 6.2 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for traffic control morning and afternoon, and other tasks, except as provided herein; at a rate of \$25.00 an hour. Morning traffic control will be limited to 1 hour (no more than two officers) and afternoon traffic will be limited to 1 hour.
- 6.3 City of La Vernia Police Department will supply and arrange for all equipment and personnel necessary for staffing and security of district property, except as provided herein; at a rate of \$25.00 an hour for 4 hours.

EXECUTED on August 17, 2020.

**LA VERNIA INDEPENDENT SCHOOL DISTRICT**

  
\_\_\_\_\_  
LVISD Board President

  
\_\_\_\_\_  
LVISD Board Secretary

EXECUTED on \_\_\_\_\_, 2020

**CITY OF LA VERNIA, TEXAS**

\_\_\_\_\_  
Mayor, City of La Vernia

\_\_\_\_\_  
City Administrator

Oct 2, 2017

**INTERLOCAL AGREEMENT FOR POLICE SERVICES**

This agreement is made and entered into by and between the CITY OF LA VERNIA, a municipality situated in Wilson County, Texas hereinafter referred to as "City", acting through its City Council, and the LA VERNIA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as "District," acting through its Board of Trustees (the City and District collectively referred to as the "Parties"). Authority for this agreement is granted and pursuant to the Interlocal Cooperation Act, Texas Government Code, Sec. 791.

**WITNESSETH**

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS, the City employs police officers to protect and serve the health, safety, and welfare needs of the residents of the City; and

WHEREAS, pursuant to Chapter 37 of the Texas Education Code the District may commission peace officers to provide necessary security and protection and determine the jurisdiction of such peace officers; and

WHEREAS, the District has a need for police protection on its campuses, but does not employ any officers to fill this function; and

WHEREAS, the City is willing to provide an officer to assist and provide the police protection desired by the District; and

WHEREAS, District has determined it is in its best interest to enter into an agreement with City to provide such police services to District, and it has specifically authorized the subject peace officer(s) to carry weapons in performing such services at all District campuses and properties within the City's corporate limits; and

WHEREAS, District is willing to reimburse City for salaries, benefits, and associated costs, of the officer assigned to provide the police services as set out herein; and

WHEREAS, the City and District find that their cooperation in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of police protection on the District campuses to the benefit of all the taxpaying citizens of the City and District,

NOW THEREFORE, In consideration of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

## ARTICLE I

### PURPOSE

The purpose of this Agreement is for the City to provide police protection to the District by assigning a School Resource Officer ("SRO") to be present on the campuses and other property owned and/or operated by the District during the times agreed to and described under this Agreement.

## ARTICLE II

### TERM

2.1 The term of this Agreement is for Three (3) years beginning on the first (1<sup>st</sup>) day of October, 2017, and shall continue in full force and effect until 11:50 p.m. on the thirtieth (30<sup>th</sup>) day of September, 2020, unless sooner terminated as herein provided. This agreement may be renewed by mutual written consent for additional one (1) year terms not to exceed more than three (3) such additional terms. The process of renewal may be initiated by either party by forwarding written notice to the other party of such intent no less than thirty (30) days prior to the expiration of this agreement. Renewal of the Agreement shall require formal action during an open meeting of the governing body of each respective party hereto.

2.2 This Agreement may be terminated during the initial term or any subsequent term, by either party if funding of this position, in the sole opinion of the terminating party, is not adequately provided.

2.3 In the event this Agreement is terminated as provided herein, the sums owed up to and including the day of termination shall be paid and any funds remaining after this final payment, if any, shall be refunded.

## ARTICLE III

### SERVICES

#### RIGHTS AND DUTIES OF THE CITY

3.1 The City agrees to provide one uniformed commissioned police officer ("Officer" or "SRO") to the District under the terms provided in the Agreement for purposes of fulfilling the role of police protection on property owned or operated by the District.

3.2 The Officer shall at all times remain an employee of the City, subject to the direction and control of the City for all purposes except as provided in Paragraph 3.9 below. The City shall ensure that the Officer notifies the Superintendent of any incident involving District property, students, and/or employees.

3.3 Except as otherwise provided in this Agreement, the City will be solely responsible for all costs and expenses related to the employment of the Officer and the conduct of his operations, including transportation and related expenses, the Officer's continued licensing as an officer, weapons,



ammunition, and related equipment. The City agrees to obtain and maintain in force during the term of this Agreement law enforcement liability insurance in the coverage amount usually carried by the City for its police officers and automobile insurance for the police car used by the Officer, in the coverage amount usually carried by the City for its vehicles, which shall name the District as an additional insured party and shall cover the services provided by the Officer under this Agreement. The City shall annually provide to the District a certificates of insurance reflecting this coverage at the time of policy renewal.

3.4 The parties hereto agree that the Officer is at all times under the direct control and command of the La Vernia Police Chief and that in the event of the commission of a felony offense within the City limits, a natural catastrophe, a local, state or national emergency, any incident resulting in serious bodily injury or death or, in the opinion of the City Police Chief, any other matter requiring the mobilization of the City's police force to protect its citizens, that the officer assigned to duty under this Agreement may be assigned to other duties for periods of time not to exceed five (5) days. In such event, the City shall provide notice to the District within twenty-four (24) hours of the reassignment.

3.5 The City shall have the right, at such times as the Officer is not working the scheduled hours and/or performing school related duties with the District as described in provision 3.10 below, to schedule the Officer to perform duties for the City.

3.6 In addition to the Officer under paragraph 3.1 of this Agreement, the City will provide and pay for the following items:

- 2
- One police car when available
- A current juvenile code
- A current family code
- A current penal code
- Campus officer training for the Officer
- First aide and C.P.R. training for the Officer
- 2 -A current La Vernia Police Department citation book
- Stationary
- The 12% administration fee charged by the City for School Resource Officer Services shall be waived in exchange for the Officer returning to City related duties at those times when the officer is not scheduled for school related work.

3.7 When the Officer takes a person into custody in the course of duty under this Agreement, City shall notify District of the incident within the time frame required by law and, to the extent permitted by law, the disposition of the matter. In addition, and to the extent permitted by law, the Officer shall report to District all information obtained during the investigation of any reported incident involving a student for the purposes of determining appropriate disciplinary actions and modification of education programs as a result of the incident.

#### RIGHTS AND DUTIES OF THE DISTRICT

3.8 During the term of this Agreement One Hundred Percent (100%) of the salary and benefits provided to the Officer shall be paid by the District. For purposes of this Agreement, benefits shall be FICA/Social Security and Medicare taxes, health Insurance, life insurance, workers' compensation and uniforms. The City shall provide the District with thirty (30) days notice of a proposed increase in the Officer's salary

and/or benefits. An approved increase shall become effective on the following quarter invoice. Beyond the salary and benefits provided for the Officer related to the District regular working hours described above and in provision 3.10 below, overtime hours shall be paid by the District for District requested time and District related duties. If or when the City Police Chief requires the services of the Officer for police duty described in provision 3.4 above, and such duty require working hours beyond those described herein under provision 3.10, such non-District police duty overtime work shall be paid for by the City. If or when the Officer and Police Department schedule the Officer for non-District police duty hours as described in provision 3.5 above, and such duty requires working hours that are beyond the working hours described herein under provision 3.10, such non-District police duty overtime work shall be paid for by the City. The District shall provide the Officer use of an office located at the high school to include a telephone, land line, file cabinet, and table or desk as available from District furniture and equipment inventory.

3.9 At the assignment of an Officer, and at any time that the City proposes to change the Officer assigned under this Agreement, the District and Police Department shall cooperate with one another to interview and review the qualifications and experience of the Officer proposed by the City. The District shall have the right to veto and refuse the Officer assigned and the City shall propose a different Officer for consideration.

3.10 Except as otherwise scheduled by the District as herein provided, the regular working hours of the Officer shall be from 7:15 A.M. to 4:15 P.M. on school days. The District shall have the right to direct the specific scheduling of the Officer, such as to assign a classroom or other facility, to assign additional meetings or instructional times, and to assign the Officer to extracurricular functions. The District will use its best efforts to establish the Officer's weekly schedule on or before the last day of the week preceding the week scheduled. Should the District total hours worked by the Officer surpass the District regular working hours described above, the Officer shall be compensated for such overtime work based on District overtime compensation policy. District work beyond regular working hours will be determined by the District based on security needs and will not be available on a regular or routine basis. The District will provide all schedules to the City's Chief of Police. The District recognizes that working hours during the school year, particularly during the winter, summer, and spring school breaks, may not require the Officer to be on duty from 7:15 A.M. to 4:15 P.M. The District shall work in cooperation with the City Police Department to provide the District work schedule for the Officer during the non-regular work hour times such that the Officer may schedule City Police Department work at the discretion of the City and Officer.

#### MUTUAL AGREEMENT

3.11 The Parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of Officer will not otherwise cause unnecessary risks.

3.12 The Parties agree that they will use their best reasonable efforts to coordinate media relations pertaining to law enforcement incidents and investigations occurring pursuant to this Agreement prior to the release of information whenever possible. It is understood that, depending on the nature of an incident, law enforcement personnel may be required to conduct on-scene interviews and/or briefings for the media without prior coordination between the Parties. Information will only be released by a Party in accordance with established law and its existing policies and procedures.

## ARTICLE IV

### BILLING AND NOTICE

4.1 Within fifteen (15) days of the execution of this Agreement by both parties, the City shall send an invoice to the District covering the first three month period of this Agreement that shall encompass the Officer's costs to the City and the District agrees to pay this initial invoice as provided in paragraph 4.2 of this Agreement. District shall be billed quarterly for each period thereafter.

4.2 District agrees to pay all uncontested invoices within thirty (30) days of receipt. In the event the District disagrees with the total amount due under an invoice, it shall pay all uncontested amounts as provided and notify City why the portion not paid is unacceptable. If the dispute cannot be settled, either party may file suit in a court of competent jurisdiction.

4.3 District and City agree that each party shall pay for any financial obligations of the party from the then current fiscal year revenues available to the paying party.

4.4 All notices/invoices by the parties shall be deemed given when deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

For the City:           City of La Vernia  
                              Attention: City Manager  
                              P.O. Box 225  
                              La Vernia, Texas 78121

For the District:       La Vernia Independent School District  
                              Attention: Superintendent of Schools  
                              13600 US Hwy 87 West  
                              La Vernia, Texas 78121

## ARTICLE V

### GENERAL PROVISIONS

5.1 In the event that one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.2 The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Furthermore, this Agreement is entered into in Wilson County, Texas and venue shall lie in such county.

5.3 No amendment, modification or alteration to this Agreement shall be binding unless it is in writing, dated subsequent to the beginning date hereof and duly executed by both parties hereto.

5.4 This Agreement shall be binding on and inure to the benefit of the parties hereto pertaining to the subject matter of this Agreement and supersedes any prior understandings, whether written or oral.

5.5 This Agreement constitutes the sole and only agreement of the parties pertaining to the subject matter of this Agreement and supersedes any prior understandings, whether written or oral.

5.6 The relationship of District and City 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. Nothing contained herein shall be deemed or construed by the Parties hereto, 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 hereto.

5.7 The captions contained in this Agreement are for convenience of reference only and in no way limit or expand the terms or conditions of this Agreement.

5.8 No Party hereto waives or relinquishes any Immunity or defense on behalf of itself, its trustees, council members, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

5.9 This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

5.10 Neither Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.

5.11 In providing the services under this Agreement, both parties agree to and shall abide by any and all Federal, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC §1232g, State and Local law, including, but not limited to a statute, ordinance, rule or regulation, pertaining to such services which is in effect or comes into effect while this Agreement is in force. Notwithstanding any other provisions of this Agreement, any violation of this Section 5.11 shall constitute a material breach of this Agreement and shall entitle the non-breaching party the right to immediately terminate this Agreement and seek all remedies allowed by law.

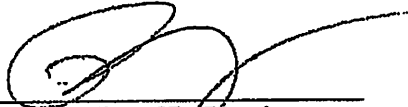

5.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

*[Signature page to follow]*

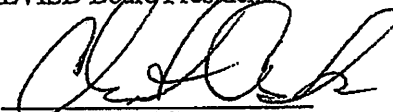


IN WITNESS OF WHICH this Agreement is executed in duplicate originals this 2nd day of October, 2017.

**CITY OF LA VERNIA, TEXAS**

  
\_\_\_\_\_  
Mayor, City of La Vernia  
\_\_\_\_\_  
City Administrator

**LA VERNIA INDEPENDENT  
SCHOOL DISTRICT**

  
\_\_\_\_\_  
LVISD Board President  
\_\_\_\_\_  
LVISD Board Secretary



**NON-EXCLUSIVE LICENSE AND SERVICES AGREEMENT**

On this the 1st day of October, 2020 (“Effective Date”), City of La Vernia,  
La Vernia, Texas 78121, (“Licensee”), having offices at 102 E Chihuahua St.,  
La Vernia, Texas 78121 and **Local Government Solutions, L.P.** (“LGS”), having offices located at **2693 N. Hwy 77, Suite 2100, Waxahachie, Texas 75165**, enter into this Non-Exclusive License and Services Agreement (“Agreement”) to permit Licensee the use of LGS software programs and related materials (collectively, the “Programs”) for the designated processing system(s) of Licensee, according to the following terms and conditions:

**1.0 DEFINITIONS**

- 1.01 **“Programs”** shall include each software program identified in **Exhibit 1** (“Departments and Users”) to this Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 **“Licensee”** shall mean City of La Vernia, Texas, including but limited to the individual Licensee Departments specifically identified in **Exhibit 1** (“Departments and Users”) that are authorized by this Agreement to use one or more of the Programs. **“Licensee Personnel”** shall mean all Licensee employees, officers, elected officials, agents, contractors or other representatives.
- 1.03 **“Department”** shall mean a particular specifically identifiable sub-unit of Licensee, for example, a distinct department, division or physical office of Licensee; or an independently elected official or a distinct department, division or physical office operating under that elected official and subject to that elected official’s supervision or authority.
- 1.04 **“Department Program”** shall mean the specific Program(s) that a particular Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**. The description of each program to be provided shall be found in **Exhibit 2**
- 1.05 **“User”** shall mean a particular individual who is authorized to access and use a particular Department Program under this Agreement. **“User Number”** shall mean, if specified, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Program, up to the Concurrent User Number specified for the particular Department Program. Licensee shall assign a unique User Identification Number to each authorized User, and provide a list of all authorized User Identification Numbers to LGS, updated from time to time as necessary to keep LGS advised of all



authorized Users and their assigned User Identification Numbers.

- 1.06 “**Concurrent User**” shall mean a User who is accessing and using a particular Department Program at the same time as one or more other Users authorized to access and use that Department Program. “**Concurrent User Number**” shall mean the maximum number of Users authorized to access and use a particular Department Program at any given time. The authorized Concurrent User Number for each Department Program is stated in **Exhibit 1**.
- 1.07 “**Public Records Law**” shall mean any state or federal law concerning the public disclosure of governmental documents, including but not limited to the federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, Texas Government Code chapter 552.

## 2.0 LICENSE

### 2.01 Grant of license

LGS hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1** (“Departments and Users”) hereto and incorporated herein, subject to payment of all fees and charges specified in this Agreement. Each Licensee Department identified in **Exhibit 1** may use the Program modules identified in **Exhibit 1** that are specific to that Department for the number of Users identified in **Exhibit 1** that is specific to that Department for that Department Program, for up to the number of Concurrent Users identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) including any related materials in the regular course of its business only, within its normal capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, only by the means and manner of access stated, and otherwise in the manner contemplated by this Agreement.

### 2.02 Ownership

All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, LGS. This Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Lessee or any third party.



**2.03 No alterations or derivative works without consent of LGS**

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (each hereinafter referred to as "Licensee's Designee"), inspect, work on, modify, alter, adapt, improve, reverse engineer, enhance, or develop the Programs or any of them, in any manner whatsoever (collectively "Alter" or "make Alterations"), without express written permission from LGS. Licensee shall not make any replacements or substitutions to the Programs including related materials without the written consent of LGS. Any Alterations, including any derivative works, shall be and become the exclusive property of LGS upon creation, whether or not complete, unless LGS and Licensee agree otherwise in writing.

**2.04 Ownership or Alterations including derivative works**

(a) If LGS consents to Alterations to its intellectual property, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed,

(i) shall be works made for hire for LGS if they are of a character that may be recognized as such under applicable law; or

(ii) if not of such character, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to LGS; or

(iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Lessee to LGS when applicable law recognizes that such transfer and assignment would be; and that

(iv) Licensee shall execute suitable transfer and assignment documents upon request by LGS, and

(v) otherwise provide all reasonable assistance to LGS or its designee in effecting the registration or recordation of such Alterations, including but not limited to copyright registration in LGS's name.

(b) As necessary or convenient to accomplish these purposes, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and interest in and to the Alterations to LGS, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.





**2.04 No removal of proprietary legends or notices**

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs, including related materials.

**2.05 Licensee data**

Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which LGS is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of LGS or any third party; and provided, further, that if programming or data conversion is required for production in such other format, Licensee agrees it will pay for such programming and conversion at LGS's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

**2.06 No access by unauthorized persons or entities**

Licensee will not permit the Programs, including related materials, to be used, accessed, inspected, reviewed or viewed directly or indirectly by any unauthorized person or entity.

**2.07 No sublicenses or unauthorized extensions of license**

Licensee may not grant sublicenses or other rights in or to the Programs to others, including Licensee Departments not expressly identified in **Exhibit 1** as being authorized for use of particular Programs, or assign or transfer, or attempt to assign or transfer, this License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

**2.08 Confidentiality; protection and non-disclosure**

(a) Licensee recognizes and agrees that the Programs, including related materials and information related to them, (i) are considered by LGS to be trade secrets, (ii) are provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of LGS.

(b) Licensee represents and warrants that it will not disclose Programs or any related materials or any other LGS confidential or proprietary information to any unauthorized person or entity, including but not limited to unauthorized Licensee Departments or Licensee Designees, or to any third parties, directly or indirectly, without express written authorization from LGS.

(c) In the event a request is made for Licensee to disclose Programs or any related materials or information to an unauthorized person, entity or department, Licensee promptly shall give written notice to LGS identifying the requesting person, department



or entity and, if known to Licensee, stating the reasons such requests have been made. LGS shall determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under a Public Records Law are subject to the provisions of Section 6.04 of this Agreement.

### **3.0 LICENSEE FEES AND SCOPE OF LICENSE; INITIAL MIGRATION OF DATA**

- 3.01 The fees for this Agreement shall be the amounts specified in **Exhibit 1** (“Departments and Users”) hereto, to be paid over the term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Concurrent Users within a Department, (ii) Departments, or (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Program, may result in additional fees, including fees for additional installations or authorizations, and increases in any annual fees, as specified by LGS.
- 3.02 Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, LGS will provide the Department Programs and other services specified in **Exhibit 1** and **Exhibit 2** (“Term and Scope of Services”).
- 3.03 Initial migration of Licensee data to LGS systems.
- (a) Licensee is responsible, at its own cost, for providing LGS with Licensee’s existing data for which LGS services will be provided, in a format acceptable to LGS and for which LGS is readily able to import into and use with LGS Programs and databases.
- (b) If Licensee’s data is in the possession of a third party (e.g., a prior service provider other than LGS), Licensee is responsible for obtaining Licensee’s data from the third party in a format acceptable and useful to LGS. All costs of and charges by the third party to provide Licensee’s data in such a format will be borne fully by Licensee.
- (c) Licensee’s tender of its data to LGS for initial installation (“Tendered Data”) into LGS Programs and databases (the initial migration of Licensee’s data) will be Licensee’s representation to LGS that the tendered data is validated by Licensee as being its data and that it is accurate for the purposes of LGS’s provision of services under this Agreement.
- (d) LGS will not be held responsible in any way for any errors in the Tendered Data provided by Licensee for initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, irregularities or inconsistencies) (“Initial Data Errors”), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such Initial Errors or other inadequacies of the Tendered Data or the format in which tendered.
- (e) Any LGS conversion, manipulation, reformatting, verification or other work required for or convenient to installation of any Tendered Data and to use it in LGS



Programs, systems or databases (“Data Conversion”) shall be a Special Service (see **Exhibit 1**, Special Services), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay LGS’s reasonable costs, on a time-and-materials basis at LGS’s then-prevailing rates, including reasonable travel costs and per diem expenses. LGS shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee’s data before completion of Data Conversion by LGS of previously tendered data.

#### **4.0 TERM AND TERMINATION**

##### **4.01 Term**

(a) This Agreement shall be effective as of the date specified in the signature block portion of this Agreement, or such other date as may be specified in **Exhibit 2** (“Effective Date”), and shall have an initial term of one years (the “Initial Term”), which shall terminate at 11:59 p.m. Central time on the day one (1) calendar years following the Effective Date, or on the date otherwise specified in **Exhibit 2** (“Initial Termination Date”).

(b) Unless otherwise expressly provided in **Exhibit 2**, this Agreement shall automatically renew for up to 25 successive one year terms (each a “Renewal Term”), unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other shorter total duration permitted from time to time under applicable law.

##### **4.02 Post-Expiration Assistance**

(a) Unless otherwise specified, upon termination of this Agreement, LGS will assist in transferring the Licensee’s data files in the possession of LGS pursuant to this Agreement, including conversion of such data to another data format usable by the Licensee; provided, however, that use of such format does not infringe or compromise the proprietary rights of LGS or any third party; and provided, further, that if programming or data conversion is required for production in such other format, Licensee agrees it will pay for such programming and conversion at LGS’s then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

(b) Licensee shall be responsible for reasonable fees and for any costs or expenses incurred by LGS for such assistance, transferring or reformatting of data, at LGS’s then-prevailing rates for time and materials, including any costs and expenses of associated travel, including reasonable per diem expenses. Licensee shall identify in writing to LGS what data records Licensee requests be converted, the format requested, and the media on



which the converted data is requested to be written or recorded; such request shall be subject to LGS's agreement.

(c) If this Agreement has been terminated under Section 8 on the basis that funds have not been appropriated, LGS shall have no obligation hereunder to provide such transferal or conversion assistance to Licensee unless and until Licensee certifies in writing that funds are available for such services from current sources and Licensee is committed to pay LGS for such services from such current sources.

(d) Licensee shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

#### **4.03 Obligations survive**

Upon termination of this Agreement, all rights and obligations of the parties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to LGS; assisting LGS in protecting its intellectual property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorney's fees and costs; payment of license and other fees, costs, interest and taxes; limitations of liability; and indemnity shall survive termination of this Agreement.

#### **4.04 Other bases for termination**

Subject to Section 10.02 ("Default"), LGS shall have the right to terminate this Agreement by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay LGS any sums due hereunder when due, (ii) fails to observe any of Licensee's obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other term or obligation set forth in this Agreement, or (iv) fails to strictly comply with all terms in Section 2 and Section 6.

#### **4.05 LGS right to terminate for infringement claims**

LGS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, infringement or misappropriation of any intellectual property rights, or unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, or their use by LGS or by Licensee, are asserted against LGS, any relevant LGS licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of LGS. Termination on this basis shall be effective on notice in writing to Licensee by LGS, stating the reason for such termination. Termination under this Section 4.04 is not subject to the notice and cure provisions of Section 10.02 ("Default"). Termination on this basis shall impose no penalty or cost on LGS, shall release both LGS and Licensee of further obligations of performance under this



Agreement except as provided in Section 4.03 (Obligations Survive), and shall not constitute breach of this Agreement by LGS. LGS will assist Licensee to identify substitute services, and may be able, but is not required, to provide substitute services itself.

#### 4.06 Termination cumulative with other rights

The right of termination under this Section 4.0 shall be in addition to any other right or remedy LGS may have at law or in equity.

#### 4.07 Termination concurrent with termination of Services Agreement

Licensee's termination of this Agreement shall be the sole remedy for Licensee for any claim of breach of this Agreement by LGS asserted by Licensee, except as may be expressly provided elsewhere in this Agreement. LGS agrees to grant Licensee the express right to terminate this agreement for failure of performance by LGS for the duties of installing and supporting the software license covered in Exhibit 2 of this agreement. The Licensee agrees to provide LGS notice of all issues and to provide at least sixty (60) days for a cure of any outstanding matters.

### 5.0 PAYMENTS

#### 5.01 Payment due upon invoice

All sums due hereunder shall be payable in full as specified in **Exhibit 1**. *Timely payment in full of fees and other costs when due is a material obligation of Licensee.* Payments are due at LGS's offices at the address stated above, or such other address to which LGS may from time to time designate in writing, at the time stated in **Exhibit 1**, unless otherwise expressly provided in **Exhibit 1** ("Departments and Users"). Payments are deemed made when received by LGS.

#### 5.02 No right to withhold or offset

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between LGS and Licensee, unless the dispute has been reported to LGS and the sixty(60) day resolution period has been exceeded. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments under this Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.





**5.03 Manner and mode of payment**

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to LGS at its address stated herein, or at such other address as LGS specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of LGS's designation.

**5.04 Taxes**

(a) If Licensee is a County, Parish, Township, Tribal Court, or a Municipality which is exempt from Federal, State and/or Local Taxes. Licensee must provide LGS with the appropriate exemption certificate upon signing of this agreement. If an exemption certificate is NOT on file with LGS, Licensee shall be responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities conducted or services provided hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on LGS's net income or gross receipts. If such Taxes are payable by or levied on LGS, Licensee shall promptly pay such Taxes in full upon notice by LGS or promptly reimburse LGS in full for any such Taxes LGS has paid, upon receipt of an invoice.

(b) If Licensee claims exemption from any kinds of taxes, it must provide LGS with copies of appropriate certificates or other evidence of such status.

**6.0 SECURITY / SECRECY**

**6.01 Duty of nondisclosure**

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this Agreement to use, possess, view, review, or otherwise access the Programs or related materials, unless required by valid order of a court or administrative agency having requisite authority and jurisdiction. *This is a material provision of this Agreement.*

**6.02 Proprietary, trade secret character of Programs**

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:



- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points authorized in this License Agreement.
- (b) To ensure that (i) specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them; (ii) no more than the authorized number of Department Users use or have access to the relevant Department Program(s); and, as applicable, (iii) no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever without prior written consent of LGS;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials, employees, officers, agents, contractors, designees and representatives, and any others, having access to the Programs or related materials that they may not copy, make available, allow access to, or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities.
- (f) To effect security measures, Licensee shall use its best efforts to insure adequate safeguards of the Programs and related materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Programs for Licensee's own requirements.
- (g) To reproduce LGS's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which LGS displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

#### **6.03 No unauthorized copying, modification, dissemination**

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of LGS.

#### **6.04 Public Records Law**

- (a) Licensee and its Departments shall immediately inform LGS in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any of the Programs or related materials.
- (b) In the event that disclosure is ultimately required, Licensee shall provide, along



with the required access to or any copies of such disclosed materials, a written notice to the recipient that (i) the materials are owned by LGS, or by a third party and licensed to LGS, as applicable; (ii) the materials may be protected by the federal Copyright Act and other laws, including those protecting patents and trademarks; (iii) recipient is not by virtue of disclosure under the Public Records Law thereby authorized to use, copy, or disseminate the materials, or develop or use derivative works, without the express written consent of LGS; and (iv) any unauthorized use, copying, dissemination, or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties.

(c) *These are material obligations of Licensee, and any failure of Licensee to comply, for whatever reason, is ground for immediate termination by LGS of this License Agreement.*

(d) Termination under this Section 6.04 is not subject to the provisions of Section 10.02 (“Default”) regarding notice and opportunity to cure.

#### **6.05 Compliance privacy requirements**

(a) Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use data related to this Agreement which include personally identifiable information (“PII”) comply with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations (“Privacy Laws”).

(b) LGS is providing the Programs on an “as is” basis. If additional equipment, software, or other programming beyond the Programs’ “as is” status, or procedures are required so that the data processing services provided by LGS hereunder for Licensee may achieve compliance with any applicable Privacy Laws, considering Licensee’s network, operating systems, and equipment and their configuration, deployment and other characteristics, Licensee’s programs, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of compliance by LGS, on a time-and-materials basis at LGS’s then-prevailing rates, and costs and expenses of any associated LGS travel, including reasonable per diem expenses.

(c) LGS compliance with written requests by Licensee for reports of any type covered by applicable privacy laws, regulatory rules or guidelines, whether through a Public Records Law or otherwise, or in response to any request for information by a federal, state or other local authority, regulator, agency or entity, with which Licensee wishes to comply, shall be considered a Special Service for which costs of compliance or other assistance to Licensee by LGS shall be charged to Licensee on a time-and-materials



basis at LGS's then-prevailing rates.

**6.06 CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

(a) Licensee acknowledges that LGS has gone to considerable time and expense to develop the Programs and related materials and that LGS would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials.

(b) Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages, which would be difficult to quantify.

(c) **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, LGS shall be entitled to equitable relief including but not limited to temporary restraining orders, temporary and permanent injunctions to protect the integrity of its intellectual property and other proprietary or confidential information and trade secrets and to prevent disclosure (or continuing disclosure) thereof; and Licensee expressly agrees it will not seek or propose to require that LGS post any bond or other security as a condition of such injunctive or other relief.**

**7.0 LIMITED LIABILITY; DISCLAIMER OF  
WARRANTIES; FORCE MAJEURE; INDEMNITY**

**7.01 LIMITATION OF LIABILITY**

LGS'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL LGS BE LIABLE TO LICENSEE OR ANY LICENSEE PERSONNEL FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF LGS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF LGS, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD-PARTY CLAIMS FOR INFRINGEMENT BY LGS OF THE THIRD PARTY'S INTELLECTUAL PROPERTY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.



7.02 **NO WARRANTY**

LGS PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." LGS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE, EXCEPT THAT THE PROGRAMS WILL HAVE THE FUNCTIONALITY DESCRIBED IN **EXHIBIT 2** (TERM AND SCOPE OF SERVICES). LGS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY LGS OR LGS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. LGS DOES NOT MAKE ANY WARRANTY THAT THE PROGRAMS AND RELATED MATERIALS, OR ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS OR AGENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND LGS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, THAT LGS WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

(a) LGS agrees to indemnify and to hold harmless Licensee from any damages finally awarded regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and does not result from the development or use of any derivative work or other alteration, modification or adaptation developed by or for Licensee by other than LGS or LGS-designated and -authorized contractors; provided, that LGS is promptly given notice in writing by Licensee of any such claim and that LGS has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with LGS in connection with any defense by LGS of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this Agreement, for which LGS shall have the right immediately to terminate this Agreement. LGS shall not be obligated to defend such claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its own costs of such participation and its costs to assist LGS. LGS shall have the sole right to determine the defenses of such claims concerning its intellectual property, and the sole



right to determine whether to accept any settlement offer or other offer of compromises of such claims.

(b) To the extent permitted by law, Licensee shall indemnify and hold LGS harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted against Licensee by reason of Licensee's use of the Programs or related materials, where such use by Licensee has **NOT** complied strictly with the terms and conditions of this Agreement.

#### **7.04 Force Majeure**

LGS shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods, hurricanes or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, or interference with, alteration or destruction of Licensee data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of LGS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until LGS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

### **8.0 NECESSITY OF FUNDING APPROPRIATION**

#### **8.01 Term subject to appropriation**

Except as provided in this Agreement for earlier termination, this Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year.

#### **8.02 Termination for non-appropriation**

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been



appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

**8.03 Licensee certification of funding; Licensee notice of non-appropriation**

(a) Licensee certifies that it has available funds for payment of this Agreement during the initial fiscal year of the Licensee in the term of this Agreement.

(b) Licensee must notify LGS at least ninety (90) days prior to the end of any current fiscal year if it does not intend to make such appropriation for the coming fiscal year.

(c) If this Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this Agreement, Licensee shall provide written certification to LGS that adequate funds have been appropriated by it for the payment in full required under this Agreement for the coming fiscal year.

**9.0 REPRESENTATIONS**

**9.01 Status of Licensee; authority to make agreement; compliance with state law**

Licensee represents, covenants and warrants that it is a governmental subdivision of the State of Texas; and that as such it is a public local governmental body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures imposed by state or local law, so that this Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable competitive bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

**9.02 Disclaimer of reliance on other understandings or practices**

Each party represents and warrants to the other party that, in entering into this License Agreement and in performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, or on any prior or current course of dealing or course of performance between the parties concerning or related to other agreements or undertakings, or on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.





## 10.0 REMEDIES

### 10.01 Default

(a) Without limitation hereby, the following shall constitute a default by Licensee (“Default”):

- (i) Failure to pay when due any payment under this License Agreement or the performance of any obligation hereunder;
- (ii) Failure by Licensee to comply with or perform any provision of this Agreement;
- (iii) False or misleading representations or warranties as to Licensee’s status and the current year’s appropriations of funds for this Agreement made or given by Licensee; or
- (iv) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee’s obligations under this Agreement.

(b) Except as otherwise specified elsewhere in this Agreement, LGS has the right immediately to terminate this Agreement upon the occurrence of any event of Default as specified above, upon Licensee’s failure to remedy such Default within a period of thirty (30) days after notice of such Default by LGS to the Licensee official executing this Agreement on behalf of Licensee.

(c) Upon Default by Licensee and the failure of Licensee to cure the Default within the permitted time, LGS shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment or systems;
- (ii) Take whatever action permitted at law or in equity which LGS in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee; enforce performance and observance for any obligation, agreement or covenant of Licensee under this Agreement; protect LGS’s intellectual property or otherwise proprietary information or products including but not limited to all U.S. Patents; otherwise protect and enforce LGS rights; and should LGS prevail, LGS shall be granted the right to recover reasonable attorneys’ fees and costs



associated with such enforcement efforts; and

- (iii) Should the Licensee prevail, Licensee shall be granted the right to recover reasonable attorneys' fees and costs associated with the defense of such default.
- (iv) Seek any other relief to which LGS may be entitled at law or in equity.

**11.0 MISCELLANEOUS**

**11.01 No Assignment by Licensee**

Licensee's rights in and to the Programs and related materials as provided in this Agreement may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without LGS's prior written consent and the execution of a new Agreement.

**11.02 Notices**

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

**If to LGS:**

Local Government Solutions, L.P.  
2693 N, Hwy 77  
Suite 2100  
Waxahachie, Texas 75165

**If to Licensee:**

Mayor  
City of La Vernia  
P.O. Box 225  
La Vernia, Texas 78121

**11.03 Severability**

In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the parties as inferred from all the terms of this Agreement.



**11.04 Entire agreement; modification**

This Agreement is the entire agreement between the parties concerning the licensing of the Programs and related materials, and supersedes all oral or written proposals or understandings concerning the subject matter of this Agreement. This Agreement may be modified only pursuant to a writing duly executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order form or such other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting the terms of this Agreement, unless expressly so agreed in writing by LGS; acceptance of or provision of services on the basis of such purchase order or other document shall not constitute such express agreement.

**11.05 Actions**

In the event of litigation or other dispute proceeding arising out of this Agreement not specifically set forth in another Section of this Agreement, both parties will bear their own legal fees and costs of litigation, regardless of the outcome.

**11.06 Governing Law**

This License Agreement shall be governed by and enforced in accordance with federal law (as applicable) and the laws of the State of Texas without giving effect to its choice of law principles. Venue for any dispute arising under or related to this License Agreement shall be and lie solely in the state and federal courts of Travis County, Texas.

**11.07 Confidentiality**

Each party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other party or its representatives that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to Programs, related materials, other software and other intellectual property provided by LGS is obtained, copied, used or inspected by unauthorized persons.

**11.08 No waiver of rights**

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a



writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

**APPROVALS AND EXECUTION OF AGREEMENT**

Each person signing below for a party represents and warrants to the other party that he or she has read this Agreement in its entirety; understands its terms; has consulted with legal counsel about the obligations imposed by this Agreement, is duly authorized to execute this Agreement on behalf of and to bind the party on whose behalf he or she signs; and that such party will be bound by those terms.

Executed the dates written below, to be effective as of October 1, 2020, or as otherwise specified in **Exhibit 1** ("Effective Date").

**City of La Vernia, Texas**

**Local Government Solutions, LP**

\_\_\_\_\_  
Signature  
**Robert Gregory**  
Mayor

\_\_\_\_\_  
Signature  
**William E. Hazeldean**  
President

Date:

Date: September 3, 2020



**Exhibit 1**  
**To LGS Non-Exclusive License and Services Agreement**

**DEPARTMENTS AND USERS**

**General**

ONSITE SERVER   
 HOSTED

The Licensee Departments identified in this **Exhibit 1** shall be authorized to use only the specific Department Program(s) stated for that Department.

Each Department Program shall be authorized to have up to a stated number of Users and up to a stated number of Concurrent Users. A “User” is any person authorized by Licensee under the License Agreement to utilize a particular Department Program and any related materials. “Concurrent Users” are Users who utilize a Program simultaneously.

Licensee may have an unlimited number of designated Users as long as each User is identified by a unique user ID assigned by Licensee and reported to LGS, and a unique password. Monthly fees are not based on the number of designated Users but on the number of licensed Concurrent Users.

**Departments and Department Programs**

The following Licensee Departments are authorized to utilize the following specific Department Programs, which are described in Exhibit 2 (Term and Scope of Services):

Department	Authorized Program	Concurrent User(s)	Fee
Municipal Court	Justice & Municipal Court Professional	1	160.00
Hosting Service	50GB	1	50.00
Offsite Backup	50GB	1	50.00
Conversion Services Fee – On-time			0.00
Onsite Training Fee – One -time			850.00
Total Conversion & Training			<b>\$ 850.00</b>
<b>INITIAL MONTHLY FEE</b>			<b>\$ 160.00</b>
<b>INITIAL MONTHLY HOSTING FEE</b>			<b>\$ 100.00</b>
<b>ONE-TIME INSTALLATION FEE</b>			<b>\$ 0.00</b>
<b>ONE-TIME TRAINING FEE</b>			<b>\$ 850.00</b>
<b>ONE-TIME CONVERSION FEE</b>			<b>\$ 0.00</b>
<b>TOTAL MONTHLY FEES</b>			<b>\$ 260.00</b>
<b>TOTAL ONE-TIME PAYMENTS</b>			<b>\$ 850.00</b>



### **Payment of Fees**

Fees will not accrue or otherwise be due for the initial installation and training until such time as the Licensed Software is being used by the Licensee to conduct business in the office described in **Exhibit 2**. LGS anticipates the installation process to take approximately 5 days for the office(s) described in **Exhibit 2**.

Once Monthly Billing begins Monthly fees are payable in advance for the full next monthly period, on or before the last business day of the preceding month.

All payments shall be made in U.S. Dollars, by check or money order sent to the following address:

Local Government Solutions  
3011 Armory Drive, Suite 190  
Nashville, TN 37204

or by wire transfer to the account specified by LGS. Payments are not deemed made until the check or money order is received by LGS at its Nashville, Tennessee, office address, or, as applicable, the funds transmitted by wire transfer are credited to LGS's account.

### **Additional Departments or Department Programs**

Upon written request of Licensee, additional Departments or Department Programs may be added, subject to consent of LGS and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Programs, or installation, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

### **Additional Concurrent Users**

Additional Concurrent Users may be added upon request of Licensee with the approval of LGS, and as documented in an Addendum to this **Exhibit 1** executed by Licensee and LGS, for an increase in the license fee stated for that Department equal to \$160.00 per month per additional Concurrent User.

### **Hosted Solution Cost**

Additional Processor, Server disk space and Backup Space shall have incremental cost increases in accordance with the following schedule:



Hosted Solution Item	Units	Incremental Cost Adjustment
<b>Basic Server Cost</b>	50 GB	\$50.00 / month
Incremental Server Cost	50 GB Increments	\$35.00 / month
Off-Site Backup Space	50 GB	\$50.00 / month
Incremental Off-Site Backup Space	50 GB Increments	\$25.00 / month

**Licensee Requests and Trouble Notices**

Licensee must submit all requests for services of any kinds, including any Special Services (“Service Requests”), and submit all complaints or reports of errors or malfunctions (“Error Reports”) in writing to LGS. LGS is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to support@supportlgs.zendesk.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by LGS of asserted Errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by LGS.

**Special Services**

Licensee may from time to time request that LGS provide Special Services, which are services outside the stated scope of services identified in **Exhibit 2** but which are related thereto. All requests for Special Services must be made in writing.

In response to requests for Special Services, including but not limited to custom programming (i.e. any programming or other services not identified in **Exhibit 2**), or any other Special Service that is requested by Licensee and which LGS agrees to provide, LGS shall provide the Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on LGS's then-prevailing rates for materials and services. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including a written Licensee representation that adequate funds are available to pay for such services, LGS shall perform such Special Services. Licensee’s authorization for LGS to proceed shall constitute Licensee’s representation and agreement that it shall pay LGS for such Special Services on a time-and-materials basis at LGS’s then-prevailing rates, including reasonably incurred travel costs and per diem expenses, as applicable. LGS may require that a written Addendum to **Exhibit 1** and/or to **Exhibit 2** be executed.

**NOTE THAT** requests by Licensee that LGS provide documents, reports or other information in respect of a request made to Licensee

- (i) under a Public Records Act, whether federal or state or otherwise, or
- (ii) in response to any request to Licensee for information by a federal, state or other local authority, regulator, agency or entity (“Agency Request”), with which Licensee wishes to comply for any reason





shall be considered a request for Special Services, with costs to be charged to Licensee on a time-and-materials basis at LGS's then-applicable rates, as provided in Agreement section 6.05(c).

Information requests must be directed to Licensee, not to LGS, which will not be responsible for responding directly to any such request. Licensee must determine whether complying with the request is warranted, and if so, must make a request to LGS for assistance (Special Services). When received, LGS will respond to Licensee's request, including providing Licensee with a written proposal for providing such Special Services, with an estimate of the time required and likely costs for such services. Licensee may then determine whether to authorize such Special Services be provided by LGS, which authorization shall constitute an agreement by Licensee that LGS will be paid for such Special Services, on a time-and-materials basis at LGS's then-prevailing rates, including where applicable reasonable costs of travel and per diem expenses.

### **Expenses**

Expenses of travel made by LGS personnel at the request of Licensee shall be reimbursed to LGS subject to any applicable limits imposed by law; *before such travel is agreed to by LGS or undertaken, Licensee shall advise LGS of any such limits.*

LGS shall limit expense types to:

- Southwest Airlines' lowest published rates.
- Government rates at local hotels.
- Hotel categories not to exceed Courtyard by Marriott, Hampton Inn, by Hilton or Holiday Inn Express.
- Mid-sized car rental.
- Reasonable per Diem not to exceed the State Approved Per diem.

### **Licensee's Compliance With Privacy Standards**

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"); also referred to as protected health information, "PHI") or any other personally identifiable information ("PII"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant, as appropriate, with (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated) (ii) with other applicable federal, state or local privacy laws, and any implementing rules, guidelines or regulations, as these laws, regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines.



**Hosted Solution Bandwidth Requirements**

Licensee is responsible for providing acceptable internet bandwidth for the users in the Licensee site or sites. Acceptable bandwidth shall be defined as both upload and download bandwidth of a consist nature with the requirements of the LGS software. LGS reserves the right to periodically test the Licensee bandwidth to insure the Internet Provider is providing the quality and amount of bandwidth required and to request the Licensee increase the bandwidth if the service ever falls below the minimum requirements. The Licensee agrees to make necessary upgrades in internet bandwidth when requested by LGS to do so.

Licensee agrees to limit the use of streaming audio and video on users' desktop computer which will significantly impact the available bandwidth. Furthermore the License will keep each desktop, laptop, or portable computer current with a quality Antivirus Software product and shall keep this software running at all times. Wide varieties of these tools are available on the open market and need not be purchased from LGS. LGS has reviewed and selected AVG Professional as it standard Antivirus but we do not impose this on any Licensee.

Acceptable Bandwidth Requirements for 1 to 10 Users.

Bandwidth	Upload	Download
Minimum	3 GB	10 GB
Optimum	20 GB or higher	20 GB or higher

Licensee consideration shall be given to specific upload or download events to include extremely large file types associated with Discovery Video Files, Clerk OCA Updates and other larger files that require uploading over the internet. These files may take longer during periodic times of high internet traffic at the Licensee site.

*[This space intentionally left blank.]*



**Exhibit 2  
To Non-Exclusive License and Services Agreement**

**Term and Scope of Services**

**Initial Term:**

Duration: One (1) Year Term  
Start Date of Initial Term October 1, 2021  
End Date of Initial Term September 30, 2022

**Renewals** – as specified in the Agreement.

**Installation, Training and Orientation**

LGS agrees to provide training to Licensee utilizing the Services hereunder, when in the opinion of both parties, it will further the intent of this Agreement plus facilitate and expedite the provisions of the services. Initial installation of the LGS Programs shall occur concurrent to the initial orientation of appropriate Licensee personnel by LGS, at a time and location to be arranged by Licensee and agreed to by LGS. Orientation and training shall be provided by LGS at the cost stated in **Exhibit 1**. After the initial installation, access and maintenance of the Programs by LGS will be by remote access. 7:00am – 6:00pm CST support is included in the monthly licensing fee.

**Data Backup**

LGS will be responsible to conduct daily and monthly backup of Licensee data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described below.

*Backup Services Description:* LGS Standard Backup services shall apply and include nightly incremental backups, Friday full Backups, and Saturday full Backups, End of Month full Backups, and End of Year Backup. Initial backup file size allocation is 50GB. Backup file size upgrades are in increments of 50GB.

Backup Services shall include all images and database files. Backups shall be encrypted using 128 Bit Military encryption algorithms.



**Description of Programs To Be Provided**

Name of Program	Office Using Program	Special Considerations
Municipal Courts Solution	Municipal Court	<p>Local Government Solutions provides browser-based case management solutions for Traffic, Criminal, and Civil courts at the Justice of the Peace and Municipal levels. By automating routine tasks, our comprehensive software package allows Justice Professionals to decrease their work time and costs and maximize their resources. Our software features have been – and will continue to be – specified by our clients; so the LGS package will always be intuitive and very user friendly. Our ongoing support program ensures that our system always does what it is designed to do – help you perform at peak efficiency.</p> <p><b>Features and Functionality</b></p> <ul style="list-style-type: none"> <li>• Comprehensive Court Case Management solution including but not limited to</li> <li>• Misdemeanor A, B, C Offenses</li> <li>• Civil</li> <li>• Arraignments</li> <li>• Emergency Protective Orders</li> <li>• Automated Case Creation DPS ticket importing</li> <li>• Software certified by the Office of Court Administration (OCA)</li> <li>• Filing and assessing fees for criminal cases.</li> <li>• Accepting payments for criminal cases.</li> <li>• Filing and assessing fees for civil cases.</li> <li>• Accepting payments for civil cases.</li> <li>• Filing truancy cases.</li> <li>• Filing emergency protective orders.</li> <li>• Filing inquest records.</li> <li>• Filing administrative hearings.</li> <li>• Processing warrants.</li> <li>• Importing DPS tickets.</li> <li>• Dynamically create legal documents with MS Word.</li> <li>• Robust financial and docket reporting</li> <li>• O.C.A. reporting</li> <li>• Automated Conviction Reporting</li> <li>• Omni Base integration</li> <li>• Private collection integration</li> <li>• Integrated document imaging and viewing</li> <li>• 3rd party collections integration</li> <li>• Case reporting to Omni base</li> <li>• Auto conviction reporting</li> <li>• Scoflaw case reporting</li> <li>• Juvenile Truancy Maintenance</li> </ul>



**Installation, Training and Conversion Services Description To Be Provided**

Type of Service	Offices Receiving Service	Description of Service
Installation Services	Municipal Court	<p>Installation services include the following services:</p> <p><b>Service Description</b></p> <ul style="list-style-type: none"> <li>• Pre-installation site survey and data gathering.</li> <li>• Post initial conversion review of data</li> <li>• Install local scanners and scanner technology</li> <li>• Install local image viewing software</li> <li>• Test printer integration</li> <li>• Setup Server</li> <li>• Setup Image Server</li> <li>• Test software</li> <li>• Verify Network Security and Virus Software Status</li> <li>• Coordination with County IT Professionals or their designate.</li> <li>• Coordinate with County Elected officials or their designate.</li> </ul>
Training Services	Municipal Court	<p>LGS provides 1 Professional Software Trainer and 1 Software Engineer or Technical Support Technical Professional to assist in the presentation of the training program. The training is conducted in a classroom environment with LGS provided Laptops. The Licensee is asked to provide network service, a room that can be allocated for the purpose of training for an extended period of time. LGS will provide switches and other network devices if the Licensee cannot provide high speed wireless or wired internet to the allocated training room.</p> <p>Training classes range from 1 to 3 days depending upon the needs of the office. There will not be credit for unused training days. Each office is allocated 7 work day of Training and Initial Installation support (except for Justice of the Peace offices that are allocated 10 days across all of the JP offices in the County. Extra days can be purchased for \$850 per day.</p>
Conversion Services	Municipal Court	<p>LGS will use it best effort to convert all of the information from you current vendor to the new software and associated database management system. It is the Licensees responsibility to provide the outgoing vendor's data to LGS in a text file with the first record in each file containing data field names followed by rows of actual data in a consistent format. Data fields including the data field names must be provided in a Pipe " " delimited format. LGS will not accept Comma "," delimited files due to embedded commas in the</p>



Contract No: LGS20-0085

data. Dates shall be in MM/DD/YYYY format and Money shall be in NNN0.00 format.

LGS will required assistance from the county to gain access to any images stored in your current vendor's database or disk file structure. IT IS VERY IMPORTANT WE KNOW WHERE THESE IMAGE FILES ARE LOCATED AS HISTORICALLY WE HAVE FOUND MULTIPLE VERSION OF IMAGES ON IMAGE SERVERS.

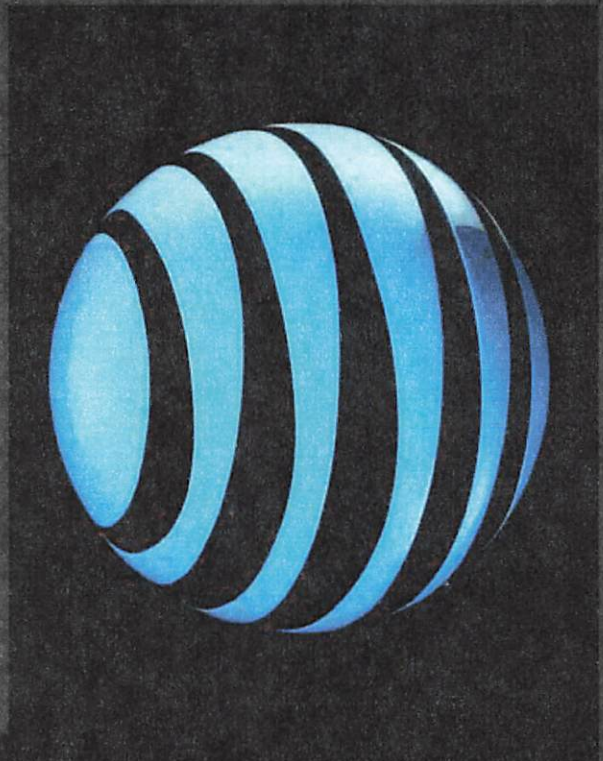
All images will be converted into like format as the previous vendor stored them (TIF G4, TIFF, PDF) in single page or multi-page format. It is the responsibility of the county to review the image conversion error report and help LGS resolve any issues with missing images.

LGS will assist the Licensee with the former vendors data export for an additional fee of \$500.00 onetime fee as long as the Licensee provides the Administration User ID and Password to the database software. LGS does not want to be given userid and passwords to the outgoing software vendors as this might infringe on the outgoing vendors intellectual property rights. However, the database UserID and Passwords and the associated data model contain you data has been determined to be owned by the Licensee by the State of Texas.



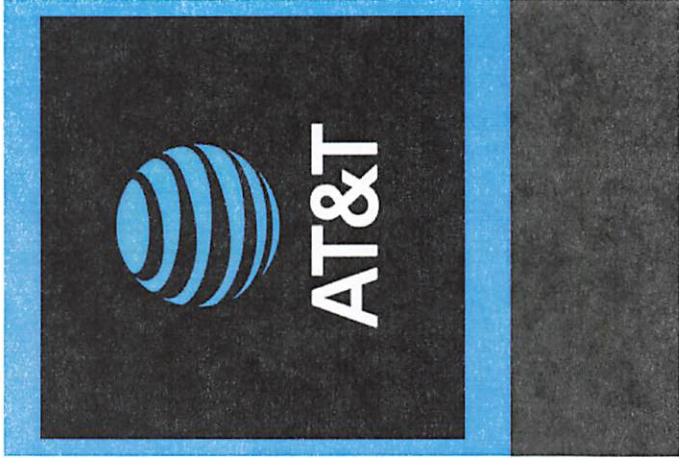


La Vernia, Texas A Community Living, Learning, and Working Together



AT&T FirstNet Solution  
By David Bazan  
AT&T Integrated Solutions  
361-815-3459

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Welcome to AT&T FirstNet™ Inspired by you Built for you

We provide First Responders with:

- A dedicated network with priority access
- Highly secure wireless broadband network
- Public safety-centric customer service
- Fantastic Promotions and Affordability
- Network disaster recovery resources



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Plan(s)

AT&T FirstNet Plan

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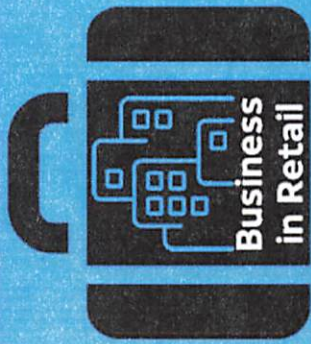
<b>Smart Phone Plan *</b>	for 18 Smart Phones	\$44.99	x 18	\$809.82
<b>Basic Phone Plan **</b>	for 1 Basic Phone	\$22.50	x 1	\$22.50
<b>Police Cars, Unlimited Data</b>	for 12 Police Cars	\$37.00	x 12	\$444.00

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Estimated TOTAL

**\$1,276.32**  
per month / plus applicable fees

\*Includes unlimited data, unlimited text, unlimited minutes  
Includes tethering/hotspot capability



## Credit(s)

### One-time Credit Offer(s)

**Activation Credit – per Smartphone activated**      \$200 x 18 = \$3,600.00

- Will be applied as a bill credit
- Credit applied in approximately 3-4 billing cycles

**Activation Credit – per Basic phone activated**      \$75 x 1 = \$75.00

- Will be applied as a bill credit
- Credit applied in approximately 3-4 billing cycles

**Activation Credit – per Hotspot activated**      \$75 x 12 = \$900.00

- Will be applied as a bill credit
- Credit applied in approximately 3-4 billing cycles
- Credits are issued with activation of new equipment

---

**Total One-time Credit**      \$4,575.00

**Trade-in Credit \$\$** - for old phones

- Will be applied as a bill credit
- Trade-in amount is dependent upon phone model, phone condition, etc...



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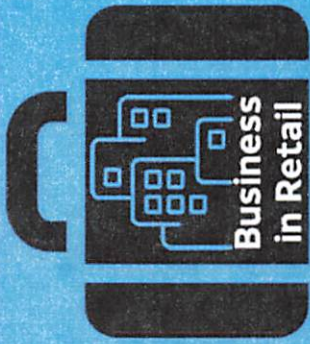
## 2-Year Plan

Apple iPhone XR - FirstNet \$.99 / 2-year price

**FirstNet Ready:** FirstNet is public safety's dedicated communications ecosystem.



# Phone Options



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# Phone Options

## 2-Year Plan

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Sonim XP8 Smartphone - FirstNet \$ .99 / 2-year price

**Military tested and rated** under the most extreme conditions on earth.  
Virtually wherever your life takes you, you know your phone is going to work.

**FirstNet Ready:** FirstNet is public safety's dedicated communications ecosystem.



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## 2-Year Plan

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Sonim XP3 Basic flip-phone - FirstNet \$.99 / 2-year price

**Military tested and rated** under the most extreme conditions on earth.  
Virtually wherever your life takes you, you know your phone is going to work.

**FirstNet Ready:** FirstNet is public safety's dedicated communications ecosystem.



sonim.com © 2017 Sonim

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Phone Options

## 2-Year Plan

Netgear Nighthawk Hotspot - FirstNet \$49.99 / 2-year price



# Hotspot Option



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## Fee(s) Return Policy

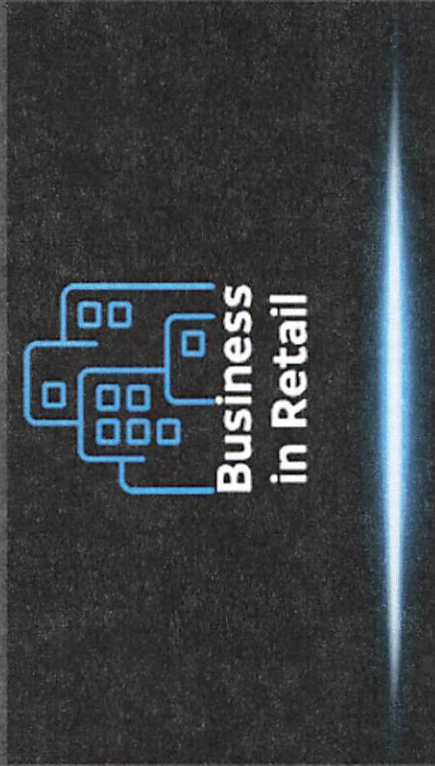
- Activation Fee ----- \$25.00 on Next
- **Waived for City of La Vernia**

### 30-Day return policy:

- You may cancel service within 30 days from the activation date to avoid the early termination fee.
- You will be responsible for all applicable usage fees, prorated access charges, taxes, surcharges or other charges through the termination date.
- If you cancel service within the return period but do not return the equipment within the return period or if equipment is not returned in like-new condition, you may be charged the full retail price of the equipment.
- Equipment may have a re-stocking fee if service is canceled within the 30 day return policy
- If you paid a security deposit, it will take 1 to 2 billing cycles to process the return of the security deposit. The charges for service used on the account before the service termination date will be applied against the security deposit.

First month's billing statement will be a little higher due to AT&T billing one month in advance; first month's billing statement will include a pro-rated amount in addition to a full month's billing





Thank You

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**ORDINANCE NO. 091020-01**

**AN ORDINANCE OF THE CITY OF LA VERNIA, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, the City Administrator of the City of La Vernia, Texas (herein the "City") has submitted to the City Council a proposed budget of the revenues of said City and the expenditures/expenses of conducting the affairs thereof;

**WHEREAS**, the City Council has received said City Administrator's proposed budget, a copy of which proposed budget and all supporting schedules have been filed with the City Secretary pursuant to Local Government Code §102.005; and

**WHEREAS**, the Council set September 10, 2020 as the date for the public hearings thereon and caused notice of such public hearings to be given by the La Vernia News pursuant to LGC §102.006; and

**WHEREAS**, the public hearings were held on said dates and all persons were afforded an opportunity to appear and object to any or all items and estimates in the proposed budgets; and

**WHEREAS**, pursuant to LGC §102.007, the City Council, by passage of the Budget Ordinance shall adopt the budget for the ensuing fiscal year and appropriate such sums of money as the Council deems necessary to defray all expenditures of the City during the 2018 – 2019 budget year.

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

**Section 1. Budget**

**A.)** The City hereby approves and adopts the budget, attached as Exhibit A, in all respects as the City's annual budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

**B.)** The City Administrator may move funds within departmental accounts but budget adjustments between departmental accounts must be approved by the City Council by Ordinance.

**C.)** In accordance to LGC §102.008(a), the adopted budget shall be filed with the City Secretary; and a copy of the adopted budget including the cover page shall be posted on the City's website.

**Section 2. Severability**

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

**Section 3. Conflict of Ordinances**

Ordinances or parts of Ordinances in conflict herewith are hereby repealed and are no longer of any force and effect.

**Section 4. Effective Date**

This ordinance shall take effect on the first day of October, 2020.

**PASSED, APPROVED AND APPROVED** this 10<sup>th</sup> day of September, 2020 and recorded as follows:

	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
Mayor Robert Gregory			
Councilman Justin Oates			
Councilman Jay Hennette			
Councilwoman Amanda Hutchinson			
Councilwoman Dianell Recker			
Councilman Martin Poore			

\_\_\_\_\_  
Robert Gregory  
Mayor, City of La Vernia

**ATTEST:**

\_\_\_\_\_  
Brittani Porter,  
City Secretary, City of La Vernia

**RESOLUTION NO. 091020-02**

**A RESOLUTION OF THE CITY OF LA VERNIA, TEXAS TO RATIFY INCREASE OF \$6,886.64 IN PROPERTY TAX REVENUES FROM LAST YEAR'S OPERATING BUDGET AS REFLECTED IN THE 2020-2021 BUDGET.**

**WHEREAS**, Section 102.007 (c) of the Texas Local Government Code provides that adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget; and

**WHEREAS**, that a vote under Section 102.007 (c) is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate;

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

The City Council ratifies the increase of \$6,886.64 in property tax revenues from last year's operating budget as reflected in the 2020-2021 Proposed Budget.

PASSED AND APPROVED this 10<sup>th</sup> day of September 2020.

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Robert Gregory  
Mayor, City of La Vernia

**ATTEST:**

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Brittani Porter,  
City Secretary, City of La Vernia

**ORDINANCE NO. 091020-02**

**AN ORDINANCE LEVYING A TAX RATE  
FOR THE CITY OF LA VERNIA FOR TAX YEAR 2020**

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

THE CITY COUNCIL OF LA VERNIA, TEXAS DOES HEREBY ADOPT THE FOLLOWING TAX RATE PER \$100 VALUATION FOR THE TAX YEAR 2020 AS FOLLOWS:

- .1889 FOR THE PURPOSE OF MAINTENANCE AND OPERATION**
- .0000 FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON DEBT**
- .1889 TOTAL TAX RATE**

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE WILSON COUNTY APPRAISAL DISTRICT IS HEREBY AUTHORIZED TO ASSESS AND COLLECT THIS TAX FOR THE CITY OF LA VERNIA ON THIS 10<sup>th</sup> DAY OF SEPTEMBER 2020.

**PASSED, APPROVED AND APPROVED** this 10<sup>th</sup> day of September, 2020 and recorded as follows:

O & M Rate - .1889

	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
Mayor Robert Gregory			
Councilman Jay Hennette			
Councilman Justin Oates			
Councilwoman Amanda Hutchinson			
Councilwoman Dianell Recker			
Councilman Martin Poore			

Debt Rate: \$0.0000

	FOR	AGAINST	ABSTAIN
Mayor Robert Gregory			
Councilman Jay Hennette			
Councilman Justin Oates			
Councilwoman Amanda Hutchinson			
Councilwoman Dianell Recker			
Councilman Martin Poore			

Total Tax Rate: \$.1889

	FOR	AGAINST	ABSTAIN
Mayor Robert Gregory			
Councilman Jay Hennette			
Councilman Justin Oates			
Councilwoman Amanda Hutchinson			
Councilwoman Dianell Recker			
Councilman Martin Poore			

\_\_\_\_\_  
Robert Gregory  
Mayor, City of La Vernia

**ATTEST:**

\_\_\_\_\_  
Brittani Porter  
City Secretary