

**INTERLOCAL MASTER AGREEMENT
BETWEEN
CITY OF SAN MARCOS
AND
TEXAS STATE UNIVERSITY**

This agreement is made between City of San Marcos (City) and the Texas State University (Texas State). Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, providing for the cooperation between local governmental bodies, the Parties agree as follows:

WHEREAS, the Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that Party;

WHEREAS, the governing bodies of each Party find that the subject of this agreement is necessary for the benefit of the public and that the performance of this agreement is in the common interest of both Parties; and that the division of cost fairly compensates the performing Party for the services performed under this agreement, the Parties agree as follows:

WHEREAS, the City desires to engage Texas State to provide services as described in unique Scopes of Work under individual Task Orders.

WHEREAS, Texas State has the requisite knowledge, skill, authority and experience to perform the Services in accordance to the needs of the City and described in the unique Scopes of Work under individual Task Orders.

1. **Services.** This Agreement is a Master Interlocal Agreement and is intended to provide the contractual terms and conditions applicable to all services rendered by Texas State to the City. The Services performed by Texas State pursuant to this Agreement shall be documented in advance and described in the one or more Task Orders. Acceptance and implementation shall follow a mutually agreed upon Task Order describing activities and budget of the task. Task Order #1 is included as Attachment 1 of this Master Agreement as the first activity.
2. **Task Orders (TO).** Each TO shall include, to the extent appropriate, (i) a description of the Services to be provided by Texas State; (ii) any work product and specific deliverables to be developed or supplied by Texas State during the course of the Services ("Deliverables"); (iii) the individuals designated by each, City and Texas State, who shall have management responsibility in connection with the TO; (iv) the fees payable to Texas State for the Services to be performed; and (v) such additional provisions applicable to the TO which are not otherwise set forth in this Agreement.
3. **Change Orders.** The City may request additions, deletions, or revisions in the Services provided pursuant to a TO provided that such modifications ("Change Orders") are documented in writing by the City and acknowledged and approved of in writing by Texas State. If Texas State determines that a Change Order is necessary to provide the Services set forth in a TO, Texas State shall notify the City in writing of such Change Order and price revision(s), if applicable, in advance of carrying out the modifications.

4. **Fees and Payment Terms.** The fees payable for the Services shall be as set forth in the applicable statement of work and accepted through a mutually signed Task Order. Reimbursement for each task shall be on a Fixed Price basis. Payment for Task Orders shall be payable within thirty (30) days following the date of Texas State's invoice.
5. **Contract Manager:** The Office of Research and Sponsored Programs, will serve as Texas State University's Contract Manager and fiscal oversight in all matters relating to this agreement.
6. **Principle Investigator:** Rebecca Davio, will serve as Texas State's primary contact for the details regarding programmatic questions as well as individual Task Orders.
7. **Term and Termination:** This agreement becomes effective as soon as both Parties have signed this InterLocal Agreement and remains effective for four years. This Agreement and all Task Order's hereunder shall be terminable by either party for any reason following thirty (30) days written notice to the other Party.
8. **Entire Agreement:** This agreement constitutes the entire agreement between the Parties. This agreement may not be modified except as agreed by the Parties in writing, nor may this agreement be assigned.
9. **Notices:** Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or electronically. Notice by hand-delivery is deemed effective immediately, by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box, and by common carrier, is deemed effective upon receipt. Electronic notice is deemed effective upon confirmed receipt of the receiving Party. Notice to a Party shall be addressed as follows:

For the City:

Lynda Williams
Purchasing Manager
630 E. Hopkins St.
San Marcos, TX 78666
lwilliams@sanmarcostx.gov
512-393-8175

For Texas State University:

Office of Research & Sponsored Programs
Post-Award Research and Support Services
Texas State University
601 University Dr. JCK420
San Marcos, Texas 78666
grants@txstate.edu
512-245-2102

With Copy To:

Texas State Principal Investigator:

Rebecca Davio, PhD
rebeccadavio@txstate.edu
512 431-9119

10. **Liability:** To the extent allowed by law each Party agrees to be solely responsible for the wrongful acts of its own employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity.
11. **Governing Law and Venue:** This Agreement represents the entire agreement between the Parties as to its subject matter and shall be governed by and construed in accordance with the laws of the State of Texas. Venue for a dispute arising from this agreement shall be in Hays County, Texas. Nothing herein shall constitute a waiver of either Party's sovereign immunity or the constitutionally, statutory or common law rights, privileges, immunities or defenses of the parties.
12. **Nondiscrimination:** In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
13. **Breach:** The City's failure to fully comply with the payment terms set forth herein constitutes a material breach by the City and Texas State may terminate this agreement by giving the City at least ten days' prior notice, except that any such notice will not result in termination if the breaching Party cures the breach before the ten-day period elapses. In the event of breach by the City, Texas State shall retain sole and exclusive ownership of all work performed by Texas State pursuant to this agreement.

This agreement is executed by:

San Marcos

Texas State University

BY _____

BY _____

NAME **Bert Lumbreras**

NAME **Walter E. Horton, Jr, PhD**

TITLE City Manager

TITLE Chief Research Officer

DATE _____

DATE _____

Task Order #1 Homeless Neighbor Needs Assessment

Project Background:

The City of San Marcos (City) is interested in taking action to address the needs of homeless residents of San Marcos. The City is endeavoring to achieve Functional Zero homeless population by moving away from providing charity to philanthropy—offering a hand up, not a handout.

Because it is difficult to solve a problem without a clear understanding of the scope and nature of that problem, the City is undertaking a needs assessment to understand the true scope and nature of the San Marcos homeless situation. This knowledge will allow all the participants to be more strategic and prioritized in their actions and allow for a coordinated approach among government service providers, non-profits, and faith-based organizations. The resulting synergy can dramatically affect the quality of life for current homeless residents.

Project Description:

The Institute for Government Innovation (IGI) and Dr. Toni Watt, Sociology Department Chair, of Texas State University working collaboratively with Luminosa Research will complete the following tasks to conduct the needs assessment:

1. **Conduct a brief literature review to identify successful homeless solution models**
2. **Analyze available data regarding the size and composition of the San Marcos homeless population**
Data sources include:
 - SMPD
 - SMFD
 - SMCISD
 - Texas Homeless Network
 - San Marcos' most recent Point in Time (PIT) results, and
 - US Census
 - Homeless Coalition of Hays County
 - COSM Code Compliance
3. **Conduct four in-depth interviews with City staff involved in homeless services**
4. **Formulate and send an online survey to document services available to homeless residents.** Survey will be sent to government and non-profit service providers, faith-based organizations known to provide homeless services, veterans organizations, SMCISD, and TXST to document their services, target populations, capacity, wait lists, etc.
5. **Gather information regarding gaps and overlaps in existing services and programs and information** via two focus groups with homeless service providers, followed by in-depth interview with three key focus group participants. Interviews will

last 60 to 90 minutes, remain confidential, and be audio-recorded with permission of interviewee.

6. **Gather information regarding the impact of homeless residents on local businesses** via a survey of business owners with locations affected by homeless residents. Survey will be developed with COSM Main Street input.
7. **Gather information regarding the needs of San Marcos homeless populations** via an onsite visit to 2-3 known homeless encampments accompanied by a homeless outreach team member from the Police Department, pending University Institutional Review Board (IRB) approval.
8. **Create a database of homeless service providers located within the geographic boundaries of San Marcos and clearly define each organization's role in providing a hand up**

This data will identify:

- a) Type of services provided,
 - b) Population served,
 - c) Service capacity,
 - d) Service location, and
 - e) Organization contact information
 - f) Funding Sources
9. **Analyze available local services in order to identify redundancies and gaps in services as well as strategies for better serving the homeless population**
 10. **Develop a brief report documenting the study methodology, data analysis, conclusions, and recommendations**
 11. **Present study findings to City Staff and San Marcos-based homeless service providers**

San Marcos Responsibility:

- Provide data relating to homelessness in San Marcos
- Share data regarding homeless camp locations
- Identify focus group meeting attendees and interviewees and coordinate meetings
- Coordinate access to relevant City staff
- Be available to provide guidance as needed during the project

Texas State Responsibility:

- Adhere to sound research principles
- Provide monthly status reports to Project Manager

Deliverables:

1. In person information collection at four interviews with City staff, two service-provider focus groups, three follow-up interviews with key service providers, and two or three homeless encampment visits
2. Two surveys, one for business owners, and one for homeless service providers
3. Database of service providers including contact information, services provided, etc.
4. Written report documenting research methodology, a needs assessment outlining service gaps and redundancies, and an assessment of the capacity of organizations to provide services and lead city’s effort
5. Presentation to City staff and homeless service providers

Project Schedule:

This project will start upon signature by both Parties and be complete in 6 months.

The San Marcos Project Contact may unilaterally extend the time for Texas State to complete the tasks and provide the deliverables to allow for extenuating circumstances in writing without the necessity of amending this Agreement.

Project Budget:

\$15,000 (See Addendum for additional service options which could be added to this project at the City’s request.)

San Marcos Project Contact:

Shanna O’Brien
 City of San Marcos
 Environmental Health & Safety Manager
sobrien@sanmarcostx.gov
 512-393-8478

Task Order Principal Investigators (PI):

Rebecca Davio, PhD Co-PI
 Toni Watt, PhD Co-PI

Texas State Contact:

Rebecca Davio
 Institute for Government Innovation Director
 512-431-9119
rebeccadavio@txstate.edu

Task Order #1, Homeless Neighbor Needs Assessment, is executed by:

City of San Marcos

Texas State University

BY _____

BY _____

NAME **Bert Lumbreras**

NAME **Walter E. Horton, Jr, PhD**

TITLE City Manager

TITLE Chief Research Officer

DATE _____

DATE _____

Addendum - Additional Services Menu

Task	Cost
Interview with key service provider	\$500
Visit to homeless encampment	\$250
Additional presentation of findings	\$100