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INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY-SAN MARCOS
FOR
COLLECTION AND ANALYSIS OF ORGANIC WASTEWATER CONTAMINANTS

The City of San Marcos ("City") and Texas State University ("Texas State"), Edwards Aquifer Research and Data Center ("EARDC") Renewal of City Agreement 220-183 Texas State # A 2020-0060 this Renewal Interlocal Agreement under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended.

Section 1. Purpose of Agreement

The purpose of the Agreement is to provide systematic monitoring of the groundwater near the Kissing Tree site from both up gradient and down gradient wells to assess the effects of applying reclaimed water on the golf course, as well as residential herbicides and insecticides over the recharge and contributing zones of the Balcones Fault Zone Edwards Aquifer. Texas State and the City agree that this agreement serves a public purpose.

Section 2. Scope of Services and Payment

a.) Texas State agrees to:

1. Monitor water quality during development to assess the effects of local construction, effluent applied to the golf course, and urban runoff that could include insecticides and herbicides used on the development.
2. Continue the systematic water quality monitoring program developed for the five wells (one or two up-gradient and three or four down-gradient) among the COSM and San Marcos National Fish Hatchery and Technology Center wells that are located adjacent to the Kissing Tree site and continue the systematic water quality monitoring program developed for the Reclaim Water supply to Kissing Tree.
3. Provide reports of analytical findings and other deliverable to the City and Brookfield Residential on at least an annual basis.

- b.) Payment. The City agrees to pay Texas State an amount not to exceed \$300,000 (approximately \$60,000 per year for 5 years) for the satisfactory performance of its services under this Agreement, Texas State will submit periodic invoices to the City. Payments for services will be made to Texas State within 30 days of receipt of the invoice.

Section 3. Term

The term of this Agreement begins immediately upon execution by both parties and shall continue in effect for 5 years. The parties agree and understand that the term of this agreement and the provisions of the data and deliverables may be affected by the phasing

or progress of the Kissing Tree development. The interlocal may be modified as needed to conform to Kissing Tree build-out.

- a.) Agreement Read: The parties acknowledge that they had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.
- b.) Multiple Originals: it is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- c.) Approving Modifications to the Agreement: This agreement may be modified upon mutual written agreement approved by the parties.

Section 4. Miscellaneous

- a.) Limitation on Liability and Immunity: By entering into this Agreement, neither party waives the limitations on liability or immunity from suit or liability as may be available to either party under applicable laws.
- b.) Current Revenues: Each party paying for the performance of services under this Agreement shall make those payments from current revenues available to the paying party for the fiscal year in which the obligation arises. Funds have been appropriated for obligations of the parties for the current fiscal year. In the event sufficient funds are not appropriated for the City's continued payment, this Agreement may be terminated by the City upon 180 days written notice.

This agreement will take effect immediately upon execution by both parties hereof and will ensure the benefit and be binding upon the administrators, successors and assigns of the parties hereto.

City of San Marcos

Texas State University

Stephanie Reyes
City Manager

Dr. Shreekanth Mandayam
Vice President for Research

Date:

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Date:

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