



## Hays County Commissioners Court

Date: 07/29/2025

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Hammer

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### Agenda Item:

Discussion and possible action to authorize the execution of an Interlocal Funding Agreement between Hays County and the City of San Marcos related to the preparation of an Operation and Maintenance Plan for Five Mile Dam and amend the budget accordingly. **HAMMER/T.CRUMLEY**

### Summary:

On June 24, 2025, the Hays County Commissioners Court approved a Professional Services Agreement with Freese and Nichols for the development of an Operation and Maintenance Plan for Five Mile Dam. In accordance with the Interlocal Funding Agreement, Hays County and the City of San Marcos have agreed to share the cost of preparing the plan. Pursuant to this agreement, the City of San Marcos will reimburse Hays County in the amount of \$6,150.00.

### Fiscal Impact:

Amount Requested: None

Line Item Number: 001-700-00.4301/.5448

### Budget Office:

Source of Funds: Intergovernmental Revenue

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$6,150) - Increase Intergovernmental Revenue 001-700-00.4301

\$6,150 - Increase Contract Services 001-700-00.5448

### Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments: Government Code Chapter 791, Interlocal Cooperation Contracts

### Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$6,150 in Intergovernmental Revenue

Comments:

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### Attachments

Interlocal Funding Agreement - City of San Marcos.County

**INTERLOCAL FUNDING AGREEMENT  
WITH HAYS COUNTY AND CITY OF SAN MARCOS  
RELATED TO THE PREPARATION OF  
OPERATION AND MAINTENANCE PLAN FOR FIVE MILE DAM**

This Interlocal Funding Agreement Related to the preparation of an Operations and Maintenance (O&M) Plan for Five Mile Dam (the “Agreement”) is made and entered into to be effective as of this the 29<sup>th</sup> day of July, 2025, (the “Effective Date”) between Hays County, a political subdivision of the State of Texas (the “County”), and the City of San Marcos, a Texas home rule municipality (“City”) under the authority of Chapter 791, of the Texas Government Code. County and City may be referred to, collectively, as “the Parties” or “the Parties to this Agreement.”

**RECITALS**

**WHEREAS**, the Parties have identified a need to have an Operations and Maintenance Plan prepared for Five Mile Dam; and

**WHEREAS**, the City has agreed to provide funding in the amount of Six Thousand One Hundred and Fifty Dollars (\$6,150.00 USD) for professional services; and

**WHEREAS**, the County has agreed to provide funding in the amount of Six Thousand One Hundred and Fifty Dollars (\$6,150.00 USD) for professional services; and

**WHEREAS**, the County has procured the services of Freese & Nichols to carry out the scope of work in accordance with established Hays County procurement practices; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and obligations of the Parties in this Agreement, the County and City agree as follows:

**ARTICLE 1  
PURPOSE**

**1.1** The purpose of this Agreement is to set forth the terms and conditions under which the City will provide funding in an amount not to exceed Six Thousand One Hundred and Fifty Dollars (\$6,150.00 USD), to the County for one-half of the cost for professional services for the preparation of Operation and Maintenance Plan for Five Mile Dam.

**ARTICLE 2**  
**OBLIGATIONS AND FUNDING FROM THE CITY**

**2.1** The City shall pay to the County a sum not to exceed Six Thousand One Hundred and Fifty Dollars (\$6,150.00.00 USD) in current funds, which, unless otherwise agreed by the County, shall only be applied to the services that are the subject of this Agreement. Said monies shall be paid in one lump-sum payment to the County within thirty days of the effective date of this Agreement.

**ARTICLE 3**  
**OBLIGATIONS OF THE COUNTY**

**3.1** The County agrees to utilize the funds it receives under this Agreement to pay for expenses related to the professional services related to preparation of Operation and Maintenance Plan for Five Mile Dam and in compliance with all the terms and conditions specified in this Agreement. The estimated cost of Six Thousand One Hundred and Fifty Dollars (\$6,150.00 USD).

**3.2** The County has procured the professional services to carry out the scope of work in accordance with established Hays County procurement practices.

**3.3** The City agrees that the County has the right to consider any consultant-recommended improvements without input from the City. The County will endeavor to mutually agree with City on any improvements to be made.

**3.4** Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by the County and the City under this Agreement shall be paid from current revenues available the County and the City, respectively.

**ARTICLE 4**  
**TERM AND TIME OF PERFORMANCE**

The effective date of this agreement shall be the date last executed by the Parties, below (the "Effective Date"). The term of the Agreement shall continue from the Effective Date until the completion of the work described above. The obligations of the Parties shall continue during the Term.

**ARTICLE 5**  
**SUCCESSORS AND ASSIGNS**

The County and the City, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. The County shall not assign any interest in this Agreement without the written consent of the City.

## **ARTICLE 6 NOTICE**

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communications related to non-compliance issues required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

### **If to the County:**

Hays County  
Attn: Ruben Becerra, County Judge  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666

Hays County District Attorney – Civil Division  
111 E. San Antonio Street, Suite 300  
San Marcos, Texas 78666

Tammy Crumley  
Director of Countywide Operations  
101 Thermon  
San Marcos, Texas 78666

### **If to the City:**

City of San Marcos  
Attn: Jane Hughson, Mayor  
630 E. Hopkins  
San Marcos, Texas 78666

Jamie Case  
Director of Parks and Recreation  
630 E. Hopkins  
San Marcos, Texas 78666

## **ARTICLE 7 APPLICABLE LAW AND VENUE**

**7.1**    Litigation. This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in the courts of Hays County, Texas.

## **ARTICLE 8 MISCELLANEOUS**

**8.1**    Entire Agreement. This Agreement represents the entire and integrated agreement between the County and the City and supersedes all prior negotiations, representations or arguments either written or oral.

**8.2** Lawful Authority. The execution and performance of this Agreement by the County and the City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and the City in accordance with its terms.

**8.3** Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

**8.4** Indemnification. It is understood and agreed between the Parties that the County and the City, in executing this Agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE COUNTY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND, TO THE EXTENT PERMITTED BY LAW, THE CITY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES.**

**8.5** Construction. The captions and headings contained in this Agreement are solely for convenient reference and will not be deemed to affect the meaning or interpretation of any provision or paragraph hereof. All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. For the purposes of this Agreement, the term “will” is mandatory. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

**8.6** Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, ordinance or administrative executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have not legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**8.7** No Waiver. No waiver by the County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**8.8** Public Information Act. City and County are governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under this Act.

**8.9** Additional Documents. The City and the County covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**8.10** Compliance with Laws. In performing this Agreement, the City will comply with all local, state and federal laws.

**8.11** Counterparts. This Agreement has been executed by the parties in multiple originals or counterparts each having full force and effect.

**8.12** Right to Audit. County shall, upon five (5) days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to this Agreement. Unless otherwise requested by City, County's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. City shall ensure that any subcontract executed by City in furtherance of this Agreement includes an obligation by subcontractor to turn over, upon written request by City, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to this Agreement. County shall have the same right under this Section to inspect subcontractor materials as it does City materials. This Section shall survive termination of this Agreement and shall remain in effect for five (5) years from the commencement of this Agreement.

(AKNOWLEDGMENTS ON THE FOLLOWING PAGE)

This Interlocal Funding Agreement is hereby EXECUTED on this 29<sup>th</sup> day of July 2025.

**Hays County:**

By: \_\_\_\_\_

Judge Ruben Becerra  
Hays County Judge

**ATTEST:**

*Elaine H. Cardenas, Ph.D., County Clerk*

Elaine H. Cardenas, Ph.D., County Clerk



**The City of San Marcos:**

By: \_\_\_\_\_

Jane Hughson  
Mayor, City of San Marcos

**ATTEST:**

\_\_\_\_\_  
Elizabeth Trevino  
City Clerk, City of San Marcos