

## **FUNDING AGREEMENT BETWEEN CITY OF SAN MARCOS AND**

### **Pet Prevent a Litter PALS of Central Texas**

#### **Contract #**

THIS AGREEMENT is made and effective as of January 1, 2025, by and between the City of San Marcos (herein called the “the City”) and Pet Prevent a Litter PALS of Central Texas (herein called “the Agency”), which is a social services agency receiving grant funding from or through the City. The City and Agency may also be referred to herein, individually as a “Party,” or collectively, as “Parties.”

NOW, THEREFORE, it is agreed between the parties hereto that:

#### **I. RECITALS**

1. The U.S. Treasury has initiated the Coronavirus State and Local Fiscal Recovery Funding (CSLFR) through the American Rescue Plan Act (ARPA) for the purpose of aiding state and local communities in responding to public health and economic impacts created by the coronavirus pandemic.
2. Recipient provides support to the recovery of community and to reversing negative economic impacts in the City.

#### **II. USE OF FUNDS**

Recipient will utilize these funds to provide continued services to support the recovery of the San Marcos community. Use of funds by the Recipient will be for qualifying expenses as set forth by the U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35.

City agrees to provide Agency \$90,000 in return for its faithful, diligent, expeditious and satisfactory performance of the activities specified in the Appendices. Funding will be available at the start of the 2025 Calendar Year (January 1, 2025) or upon receipt of the authorization to expend funds and the receipt of a subsequent Notice to Proceed from the City, whichever is later.

#### **III. CITY OBLIGATION**

1. By City Council Meeting held on December 3, 2024, \$90,000 from CSLFR funds will be provided to the Recipient for the purpose of providing vaccinations and spay/neuter services to pets of San Marcos residents.
2. The funding under this Agreement will be made from appropriations made to the City by the U.S. Treasury through the CSLFR funds.

#### **IV. RECIPIENT OBLIGATION**

Recipient shall utilize CSLFR funds to provide vaccinations and spay/neuter services for residents of San Marcos, Texas for the purpose of supporting recovery of the community. Such expenditures shall be compliant with the federal rules and regulations, 31CFR Part 35.

No later than December 31, 2026, Recipient will provide to the City a comprehensive accounting of expenditures made with CSLFR funds.

#### **A. Activities**

All activities funded must comply with the following statement of work:

Assistance of socio-economically challenged San Marcos residents increase the health of their pets while decreasing the stray population through vaccinations and sterilization.

#### **B. General Administration**

The Agency agrees to:

1. Maintain financial records in sufficient detail to show clearly the expenses that are being reimbursed with program funds as detailed; and
2. Ensure that all personnel working with the program understand they have a responsibility to communicate upward any operating problems and non-compliance with laws and regulations; and
3. Attend any Agency training offered by the City.

#### **C. Levels of Accomplishment – Goals and Performance Measures**

The Agency agrees to provide the levels of program services stated in Appendix B Program Delivery and Performance Timeline.

#### **D. Performance Monitoring**

The Agency shall provide Performance Reports as stated in Appendix B Program Delivery and Performance Timeline

No later than December 31, 2026, Recipient will provide to the City a comprehensive accounting of expenditures made with CSLFR funds.

### **V. COMPLIANCE WITH LAWS**

Recipient shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

## **VI. INDEPENDENT CONTRACTOR AND INDEMNITY**

It is expressly understood and agreed that the Recipient agrees to hold the City harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the utilization of CSLFR funds distributed through the City under this Agreement.

## **VII. NON-DISCRIMINATION**

The Recipient assures that no person shall be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement on the basis of race, color, religion, sex, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. The Recipient will not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. The Recipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability or other classification subject to protection under applicable laws and ordinances.

## **VIII. DEFAULT AND TERMINATION**

Upon providing at least 30 days written notice to the Recipient, the City may terminate this Agreement for failure of the Recipient to perform its obligations hereunder and may pursue any remedies for breach of contract available at law or in equity, including recovery of reasonable court costs and attorney fees.

## **IX. MISCELLANEOUS**

1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations or arguments either written or oral.
2. Lawful Authority. The execution and performance of this Agreement by the City and the Recipient have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and the Recipient in accordance with its terms.
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 approved by San Marcos City Council.
4. Conflict of Interest. The Recipient affirms that it has not made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise to any person or their immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Recipient for receipt of the funds provided by the City under this Agreement.

5. Severability. 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.
6. Venue. Venue for any disputes arising under this Agreement shall be in the court having appropriate jurisdiction in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.
7. No Waiver. No waiver by the City 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. Public Information Act. The City is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information, including books and records of the Recipient, to the extent permitted by law, related to the expenditure of the City's funds to the Recipient hereunder may be subject to release under this Act, and the Recipient agrees to cooperate with the City in providing such information to the City if responsive to a request for information under said Act.
9. Right to Audit. Recipient agrees that City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Recipient related to the reimbursement of CSLFR funds. The Recipient shall retain all such records for a period of three (3) years after final reimbursement under this Agreement or until all audit and litigation matters that the City has brought to the attention of the Recipient are resolved, whichever is longer. The Recipient agrees to refund to the City any overpayments disclosed by any such audit.

EXECUTED to be effective as of the Effective Date first stated above.

**Pet Prevent a Litter PALS of Central Texas**

**CITY OF SAN MARCOS:**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Appendix A: Program Delivery and Performance Timeline  
PALS Vaccination, Spay, and Neuter Services**

**A. Performance Timeline**

After receipt of the City's Notice to Proceed, the Agency will take the following actions to complete the program:

Projected Start Date: Upon receipt of the City's Notice to Proceed

Projected End Date: December 31, 2026 or when all funding is expended, whichever is sooner

<b>Activity Description</b>	<b>Timeline</b>	<b>Performance Measurement</b>
Spay and neutering of pets	January 2025 – December 2026	#350 cats/ 200 dogs

**B. Reporting**

**1. Progress Reporting**

The Agency shall provide Quarterly Performance Reports on the form provided by the City. Reports are due by the end of the month following the close of the quarter:

- January – March report is due April 30
- April – June report is due July 31
- July – September report is due October 31
- October – December report is due January 31.

**2. Reporting upon request by the City**

In addition to required reporting on clients, in order to provide information on the community assistance accomplished through City funding, the Agency will report on the following at the City's request:

- a. Anecdotes or pictures of the program in action

**C. Payment**

**1. Payment Requests**

The Agency shall submit payment requests on the form provided by the City for such purpose, along with sufficient documentation to prove the expenses for reimbursement, until funds are expended. Expenses for the Program from January 1, 2025, through December 31, 2026, may be submitted for reimbursement. Agencies are encouraged to submit payment requests as early in the year as possible. No payment request shall be for less than \$3,000 except the final request. Payment of any amount up to the total available can be requested at any time, with documentation for reimbursement. The final request for payment must be submitted no later than January 31, 2027. After receiving complete documentation, the City shall pay the Agency the amount documented, up to the amount awarded. Payment will generally be made within 30 days of receiving complete documentation.

**Appendix B Budget  
PALS Vaccination, Spay, and Neuter Services**

Below is the approved budget for the PALS Vaccination, Spay, and Neuter Services program. It is expressly agreed and understood that the total amount to be paid for the Project by the City using General Funds shall not exceed \$45,000.00.

Program Activity	City General Funds	
Vaccinating, spaying and neutering of dogs and cats	\$45,000	
Expenses will be submitted as a “cost per pet”, that includes veterinary services, supplies, salaries/benefits, and overhead. Substantiation of this amount will be provided upon request.		
<b>Project Total</b>	<b>\$45,000.00</b>	

Unexpended funds may be reallocated to a different line item in the above budget for use by the Agency upon receipt of written concurrence from the City, without a formal amendment to this Agreement.

Soft costs, including program administration by Agency administrative or management staff must be tracked by the hour on forms agreed to by the City. Eligible project administration salary and benefit costs are limited to time spent working directly on this project.