

**FUNDING AGREEMENT BETWEEN CITY OF SAN MARCOS
AND LA SOCIEDAD CUAUHTEMOC
Contract #**

This Agreement (the "Agreement") is entered into by and between the City of San Marcos, a Texas municipal corporation (the "City") and La Sociedad Cuauhtemoc (the "Recipient") and is effective for all purposes as of the date of the last signature of this Agreement ("Effective Date").

I. RECITALS

1.1 This funding is to be used for the purpose of community safety.

1.2 Recipient provides support to the sense of belonging and place in the City of San Marcos, Texas.

II. USE OF FUNDS

Recipient will utilize these funds to support community safety in the form of sprinkler upgrades at Cuauhtemoc Hall, 1100 Patton St, San Marcos, TX 78666. Use of funds by the Recipient will be for qualifying expenses as set forth by this agreement.

III. CITY OBLIGATION

3.1 By the City Council Meeting of July 1, 2025, the amount of \$120,000.00 will be provided to the Recipient for the purpose of renovating Cuauhtemoc Hall, 1100 Patton St, San Marcos, TX 78666 through funding that will assist with installation of sprinkler upgrades.

3.2 The funding under this Agreement will be made from General Fund dollars freed up by the receipt of Coronavirus Relief Funds.

3.3 The City will disburse to the Recipient an amount not to exceed \$120,000 by check or wire transfer, at the City's sole option within five (5) business days of contract execution.

IV. RECIPIENT OBLIGATION

Recipient shall utilize said funds for the installation of sprinkler upgrades.

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.

II. 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

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

LA SOCIEDAD CUAUHTEMOC:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

Date: _____