



January 18, 2018

CASA of Central Texa, Inc.
ATTN: Normal Castilla-Blackwell, Executive Director
1619 E. Common St. #301
New Braunfels, TX 78130

Dear Ms. Castilla-Blackwell:

The City of San Marcos staff has been working with the CASA staff since June of 2017 to discuss possible funding for the construction of a proposed 6,000 square foot facility Village Main Facility. The approximate cost to construct the CASA facility will approximate \$1,786,480 of which the City has been requested to fund \$350,000 of that estimate. The proposed CASA project is located on 1.48 tract located at the corner of northeast corner of Hunter Road and Reimer Avenue. The CASA program will continue to provide unduplicated services for abused and neglected children for the greater San Marcos area.

The San Marcos City Council discussed this during their budget policy workshops in July and were agreeable to funding the \$350,000 at an annual discounted rate of 5%. That equates to an annual payment of \$45,326.60 per year for 10 years. This would require CASA to obtain interim financing to fund the immediate construction costs for the development. The first payment would be scheduled to be paid on October 15, 2018 with 9 additional subsequent payments following each year following. We are also requesting that a formal approved building permit for the CASA project be submitted before any reimbursable loan payments are made to CASA if the building permit has not been approved by October 15, 2018. The City is also going to waive any General Fund related permit fees. This would not include water and wastewater impact fees. We also reserve the right to pay the loan balance off early based on the outstanding present value amount. To summarize:

1. No loan payment reimbursements will be made without an approved building permit and an executed construction contract be in place with a specific start date for construction.
2. The first payment of \$45,326.60 will be made by October 15, 2018. 9 additional payments will occur by October 15th for the next 9 consecutive years.
3. Payments will not exceed \$453,266 over the 10 year period.
4. The City of San Marcos will be waiving actual General Fund permit fees which will not adjust the annual payment of \$45,326.60
5. The City reserves the right to pay off the outstanding balance early.

If the terms and conditions of this agreement are amenable to you and your organization, please sign below.



Steve Parker, City of San Marcos Representative

1-18-18

Date:



Norma Castilla-Blackwell, CASA Representative

1/19/18

Date:

**FUNDING AGREEMENT BETWEEN THE CITY OF SAN MARCOS,
TEXAS AND COURT APPOINTED SPECIAL ADVOCATES OF
CENTRAL TEXAS, INC. RELATING TO THE CONSTRUCTION OF A
TRAINING AND SUPPORT CENTER IN SAN MARCOS, TEXAS**

This Agreement (the "Agreement") is made and entered into to be effective as of October 1, 2019 (the "Effective Date") between the City of San Marcos (the "City"), 630 East Hopkins, San Marcos, Texas, 78666 and Court Appointed Special Advocates of Central Texas, Inc. ("CASA"). The City and CASA may be referred to as a "Party" or, collectively, as the "Parties".

RECITALS

WHEREAS, CASA is a member of the National and Texas CASA Associations founded as a national volunteer movement to help abused and neglected children in 1977; and

WHEREAS, CASA advocates for abused and neglected children in the courts, schools and child welfare system by training and supporting community volunteers to assist the children through the legal process; and

WHEREAS, CASA of Central Texas began in 1985 in Comal County with 18 volunteer advocates and the mission to recruit and train volunteers who would provide an objective viewpoint in civil child protection court cases; and

WHEREAS, by 1994 CASA of Central Texas expanded into Hays and Caldwell counties and into its fourth county, Guadalupe, in 1996; and

WHEREAS, CASA recently broke ground on a Training and Support facility in the City of San Marcos that will be a 6,000 square foot facility to include offices for private, confidential casework and a training center for volunteers ("Project"); and

WHEREAS, for the reasons stated above, the City finds that the Project serves a public purpose and is in the best interests of the residents of the City of San Marcos and, therefore, seeks to provide funding for the Project as set forth below.

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

**ARTICLE 1
PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which the City will provide funds to CASA in an amount not to exceed \$453,266.00 (the "Funds"). This amount represents an award and obligation of the City with a present value of 350,000

calculated by discounting the Funds by an annual simple interest rate of 5%. If prepayment is made by the City, any unearned interest will not be due. The Project consists of the design and construction of a 6,000 square foot facility located at 2725 Hunter Road, San Marcos, Texas to include offices for private, confidential casework and a training center for volunteers.

ARTICLE 2 OBLIGATIONS OF CASA

2.1 CASA shall be responsible for completion of the Project for the purposes stated and in substantial compliance with all applicable state and local standards for design and construction of such facilities.

2.2 The persons, firm or firms with which CASA contracts related to the Project and that are paid with the funds provided by the City shall be duly licensed and otherwise legally qualified to do business in the state of Texas and shall not be persons or firms that have been debarred or suspended by the City.

2.3 CASA shall continue to operate the facilities related to the Project in support of its mission programs and services for a period of ten years from the Effective Date of this Agreement; or until all the Funds committed under this Agreement are conveyed to CASA. Nothing herein shall limit the discretion of CASA in using the Project facilities in support of its mission and the purposes for which it has been established. Should the Project facilities be sold prior to termination of this Agreement, then this Agreement shall remain in effect, for so long as CASA continues to provide services and programs in support of its mission in the City of San Marcos.

ARTICLE 3 FUNDING FROM THE CITY

3.1 The City shall make annual payments to CASA in the amount of \$45,326.60 beginning with Fiscal Year 2019. The annual payments must be requested by CASA after October 1 of each year which is the beginning of the City's fiscal year. The annual request shall be directed to the City's Finance Director by CASA along with a letter certifying compliance with all required conditions set forth in this Agreement. The City reserves the right to prepay the obligation in full and any unearned interest will not be due. Nothing in this agreement prohibits CASA from paying off any debt related to the Project early.

3.2 Funds for the City's participation in the Agreement will be made from current revenues available for each Fiscal Year as legally required.

ARTICLE 4

TERM AND TIME OF PERFORMANCE

4.1 The term of the Agreement shall commence on October 1, 2019 and extend for a period of ten years unless the discounted value of the “not to exceed” amount is paid earlier, in which case the Agreement will end upon such prepayment.

4.2 Any prevention or delay in performance of an obligation under this Agreement by either Party due to strikes, lock outs, labor disputes, acts of God, unusually severe weather, the elements, inability to obtain labor or materials or reasonable substitute therefor, governmental restrictions, governmental regulations, governmental controls, judicial decisions, orders or decrees, enemy or hostile government action, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention or delay or stoppage. Both Parties shall use reasonable efforts to overcome whatever may be impeding their performance of any obligation hereunder.

ARTICLE 5

DEFAULT AND TERMINATION

5.1 If CASA fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement, then the City shall provide written notice thereof to CASA, which will then have 30 days from the date it receives written notice from the City to cure or correct the defects or failures to comply. Should CASA fail to cure or make corrections as directed by the City, the City may declare a default, terminate this Agreement immediately and pursue any remedies available at law and in equity for breach of this Agreement. Under no circumstance shall CASA have any liability for a breach in excess of Funds received after a default.

5.2 CASA will not be relieved of the liability to the City for damages sustained by the City by virtue of any breach by CASA of this Agreement and the City may withhold any payments to CASA until the exact amount of monetary damages due the City from CASA is determined.

ARTICLE 6

VENUE AND LEGAL REMEDIES

6.1 This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

6.2 CASA will notify the City whenever a problem arises that is likely to lead to legal action or claim against CASA that will adversely impact or result in cessation of the Project. CASA agrees to furnish to the City any relevant, non-privileged and non-confidential

information with respect to such action or claim. In such case, the City, in its discretion, may withhold payments under this Agreement until such time as the action or claim is resolved and the Project is no longer in jeopardy.

6.3 Any party to this Agreement who prevails in any legal proceedings between the parties regarding this Agreement will be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

ARTICLE 7 SUCCESSORS AND ASSIGNS

The City and CASA, 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. CASA will not assign any interest in this Agreement without the written consent of the City.

ARTICLE 8 NOTICE

Except as may be otherwise specifically provided in this Agreement, all notices, demands request 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 City:

City of San Marcos
Attn: City Manager
630 E. Hopkins
San Marcos, Texas 78666

If to CASA:

CASA of Central Texas, Inc.
Attn: Executive Director
1619 East Common Street, #301
New Braunfels, Texas 78130

ARTICLE 9 MISCELLANEOUS

9.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and CASA 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 CASA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and CASA 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 duly executed by the parties hereto.

9.4 Offsets. The City may, as an offset, deduct from payments due to CASA under this agreement any amounts owed by CASA to the City arising from contractual obligations, obligations imposed by laws, ordinances or regulations or by order of any court.

9.5 Indemnification. It is understood and agreed between the Parties that the City and CASA, in executing this agreement, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES TO ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT, AND CASA AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY SUCH LIABILITIES THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF CASA, BUT NOT ANY LIABILITIES ARISING OUT OF THE FAULT OR NEGLIGENCE OF THE CITY.**

9.6 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.

9.7 Compliance with Laws. In performing this agreement, CASA will comply with all local, state and federal laws.

The signatories below are legally authorized to EXECUTE this Agreement on behalf of their respective entities.

The City:

By:

Bert Lumbreras, City Manager

CASA:

By: Norma C Blackwell,

Name: Norma Castilla-Blackwell

Title: Executive Director