

**FUNDING AGREEMENT BETWEEN CITY OF SAN MARCOS AND
SOUTHSIDE COMMUNITY CENTER
Contract #224-125**

This Agreement (the "Agreement") is entered into by and between the City of San Marcos, a Texas municipal corporation (the "City") and the Southside Community Center, 518 S. Guadalupe St, San Marcos, Texas (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 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.

1.2 Recipient provides support to the wellbeing and success of the San Marcos community by providing a budget and plan that may offer:

- a. Wraparound services. Offering supportive services such as case management, counseling, job training, life skills coaching, and access to healthcare to address the underlying causes of homelessness and help individuals become self-sufficient.
- b. Prevention Services. Providing prevention services to individuals and families at risk of homelessness to help them maintain housing stability, which may include rental assistance, eviction prevention, and mediation services.
- c. Outreach and Engagement. Actively reaching out to individuals experiencing homelessness, building trust, and connecting them with services and resources to meet their immediate needs and address long-term goals.
- d. Collaboration and Coordination. Partnering with local government agencies, non-profit organizations, healthcare providers, faith-based groups, and community stakeholders to coordinate efforts, share resources, and maximize impact.
- e. Rapid-Rehousing. Providing short-term rental assistance, case management, and supportive services to help individuals quickly move from homelessness to permanent housing.
- f. Employment and Income Support. Assisting individuals with job search, resume building, skills training, and access to employment opportunities, as well as connecting them with benefits like Social Security, SNAP (Supplemental Nutrition Assistance Program), and Medicaid.
- g. Permanent Supportive Housing (PSH). Offering permanent housing coupled with supportive services for individuals with complex needs, such as chronic physical or mental health conditions, substance abuse issues, or disabilities.

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.

III. CITY OBLIGATION

3.1 By City Council Meeting held on March 19, 2024, \$50,000 from CSLFR funds will be provided to the Recipient for the purpose of supporting the Southside Community Center, San Marcos, Texas through funding that will provide for establishment of an Implementation Plan for the Comprehensive Needs Assessment Study and Recommendations on Homelessness.

3.2 The funding under this Agreement will be made from appropriations made to the City by the U.S. Treasury through the CSLFR funds.

3.3 The City will disburse to the Recipient an amount not to exceed \$50,000 by check or wire transfer, at the City's sole option within five (5) business days of contract execution.

IV. RECEPIENT OBLIGATION

Recipient shall utilize CSLFR funds for the purpose of creating an implementation plan for recommendations provided by the Comprehensive Needs Assessment Study and Recommendations on Homelessness. The funds will be used to build an implementation plan that includes, Intake (Case Management), Identifying community assets required to address homelessness, and capacity building needed to implement a sustainable process and program to address homelessness and help to become Martin v. Boise compliant and have zero tolerance of encampments.

No later than December 31, 2024, 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.

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.

**SOUTHSIDE COMMUNITY:
CENTER**

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

Date: _____