

FIRST AMENDED AND RESTATED
AGREEMENT TO PROVIDE JOINT FUNDING
FOR THE PROVISION OF YOUTH SERVICES

As of _____, 2021~~0~~ (the "Effective Date") the City of San Marcos (the "City") and Texas State University (the "University"), San Marcos Consolidated Independent School District (the "SMCISD"), and Hays County enter into this First Amended and Restated Agreement to Provide Joint Funding for the Provision of Youth Services agreement (the "Agreement"), for the creation and joint funding of a youth services director to administer youth services and programs on behalf of and for the mutual benefit of the parties to this Agreement.

I. RECITALS:

1.1. Pursuant to that certain Agreement to Provide Joint Funding for the Provision of Youth Services effective as of March 3, 2020 (the "Original Agreement"), The City, the University, SMCISD, and Hays County (hereinafter, the "Core 4" or the "Parties," or individually, a "Party") ~~wish to establish~~ a program for youth programming that will include information on the benefits of a post-secondary education and continuing education beyond a high school diploma. The Parties wish to amend the terms of the Original Agreement as set forth in this Agreement below.

1.2. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications ~~The parties will appoint elected and/or executive level representatives to create the Core 4 as follows: two members from Hays County, two members from the University, two members from SMCISD, and three members from the City. Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications.~~

1.3. The parties will appoint elected and/or executive level representatives to create the Core 4 Policy Group as follows: two members from Hays County, two members from the University, two members from SMCISD, and three members from the City. The Core 4 wish to work cooperatively to create educational links between each of them in order to continue the Bobcat Promise and to foster better communications.

1.4 The ~~"Core 4"~~ willparties will also appoint representatives to a working group known as the ~~and other youth service agencies will occupy seats on the~~ Core 4 Task Force (the "Task Force"). The Core 4 Task Force will consist of two representatives appointed by Hays County, the University and SMCISD and three representatives appointed by the City. The Task Force will provide oversight for ongoing collaborative youth services planning for San Marcos area youth, and provide recommendations for policy related items to the Core 4.

1.~~5~~4. The Core 4 wish to jointly fund the creation of a youth services director (the "Director") that will be responsible for administering and delivering programs for youth in the community and other related services agreed to by the Core 4. The Director will work with the Core 4 Task Force and will provide quarterly reports to the Core 4 Policy Group on the Task Force's activities.

1.65. The Core 4 wish to designate the City as the Party responsible for contracting with Community Action, Inc. to provide the personnel to serve as the Director.

1.76. For the reasons stated above, and in consideration of the mutual covenants and promises contained herein, the parties enter into this agreement.

II. AGREEMENT

2.1. City Agreements. The City agrees to:

2.1.1. Subject to each Party's advance review and written approval, execute a contract with Community Action, Inc. to procure the services of and set the terms of compensation of the Director in an amount not to exceed \$90,000.00 for the wages or salary, and the cost of benefits for the person serving as the Director, plus an amount up to \$20,000.00 for associated administrative and program expenses, for a total contract amount not to exceed \$110,000.00.

2.1.2. Manage the contract with Community Action, Inc. and the day to day activities of the Director, and provide staff support to the Director~~to the Commission~~ for implementation of the Youth Master Plan.

2.1.3. Contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.1.4. Deliver one or more invoices to the each of the Parties for payment of each Party's share (as described in paragraph 2.1.3) of amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.1.5. Meet with the Core 4 Policy Group at least once annually, ~~outside of the Commission meetings~~, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.1.6. Designate a representative authorized to act on the City's behalf in relation to the obligations under this Agreement.

2.2. University, SMCISD and Hays County Agreements: The University, SMCISD, Hays County agree to:

2.2.1. Each contribute funding toward the compensation to be paid to Community Action, Inc. under said contract for Director services with the City as follows: a) no less than one-third of the remaining 50 percent of the wages or salary, plus the cost of benefits paid to the person serving as the Director; and b) up to \$5,000.00 for associated administrative and program expenses, contingent on the availability of funding.

2.2.2. Each make such contributions by paying the City directly 15 days after the receipt of one or more invoices from the City for amounts owed by the City under its contract with Community Action, Inc for the services of the Director.

2.2.3. Meet with the Core 4 Policy Group at least once annually, ~~outside of the Commission meetings~~, to: a) establish the scope of work and compensation of Community Action, Inc. for the Director services to be contracted with the City; b) evaluate the performance of Community Action, Inc. under said contract; and c) set common goals, including the promotion of post-secondary educational opportunities, for the upcoming year's work.

2.2.4. Each designate a representative authorized to act on their behalf in relation to their respective obligations under this Agreement.

III. TERM

The term of this Agreement will commence on the Effective Date of hire of the Youth Services Director by Community Action, Inc. and will continue for two years unless sooner terminated in accordance with other terms of this Agreement.

IV. MISCELLANEOUS PROVISIONS

4.1. Cooperation. The Parties agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each Party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

4.2. Funding. The Parties acknowledge that funding under this Agreement will be made from current revenues legally available to each of the Parties.

4.3. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by all Parties. No Party may assign this Agreement without the written consent of the other Parties.

4.4. Invalid Provisions; Severability. Should any provision in this Agreement be found or deemed invalid by a court of competent jurisdiction, this Agreement will be construed as not containing the provision and all other provisions that are otherwise lawful will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable.

4.5. Applicable Law. 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.

4.6. Public Information Act. The Parties 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 the Act.

4.7. Termination. Any Party may terminate this Agreement by giving at least 60 days' advance written notice of termination to the other Parties. In such event, the terminating Party shall remain responsible for payment to the City of its share of funding for any amounts due to Community Action, Inc. under its Youth Services Director contract with the City through the actual date such contract may be and is terminated by the City as a result of the Party's termination under this paragraph. After termination of this Agreement, each Party shall be reimbursed their respective share of any unexpended funds held by the City, if any.

4.8. Binding Effect; Assignment. This Agreement shall take effect immediately upon the Effective Date and shall inure to the benefit of and be binding upon the administrators, successors and assigns of the Parties. The City, the Parties will not assign or transfer any interest in this Agreement.

4.9. Limitation on Liability and Immunity. The Parties each reserve their applicable constitutional, statutory and common law rights, privileges, statutory limitations on liability, immunities and defenses.

4.9. Amendments. This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the City, the University, SMCISD, and Hays County and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. This Agreement may be amended only by separate written instrument approved by the Parties.

4.10. Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered by email, hand-delivery, or by certified mail to the addresses for each Party as follows:

City of San Marcos:	Director of Parks and Recreation City of San Marcos 630 E. Hopkins San Marcos, Texas 78666 dwells@sanmarcostx.gov
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Texas State University:	Vice President for Finance and Support Services Texas State University 601 University Drive, JCK 920 San Marcos, TX 78666 ealgoe@txstate.edu
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San Marcos Consolidated
Independent School District: Superintendent of Schools
San Marcos CISD
P.O. Box 1087
San Marcos, Texas 78666
michael.cardona@smcisd.net

Hays County: Hays County Judge
Hays County
111 E. San Antonio St, Ste. 300
San Marcos, TX 78666
judge.becerra@co.hays.tx.us

A Party may change the address or contact information for notice by providing written notice of such change to the other Parties.

4.11. Original Agreement Superseded. Upon the Effective Date of this Agreement, the Original Agreement shall be and is hereby superseded by this Agreement and shall be of no further force or effect.

EXECUTED by the Parties to be effective as of the Effective Date first written above.

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

TEXAS STATE UNIVERSITY:

By: _____

Name: _____

Title: _____

**SAN MARCOS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

By: _____

Name: _____

Title: _____

HAYS COUNTY:

By: _____

Name: _____

Title: _____