

The State of Texas**City of San Marcos**

Texas General Land Office

**Interlocal Agreement
Contract No. 217-190**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into to by and between the **STATE OF TEXAS**, acting by and through its agency the Texas General Land Office ("the GLO") and **THE CITY OF SAN MARCOS, TEXAS**, a Texas municipality (the "City"), pursuant to the provisions of Title 24 Code of Federal Regulations ("C.F.R") Part 570 and the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code.

WHEREAS, the City has received U.S Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) funds in the amount of Twenty-Five Million Dollars (\$25,080,000.00), under Public Law 114-113, CFDA No. 14-218, to assist in achieving one or more national objective as defined in 24 C.F.R. 570.208 (benefit low moderate income persons; aid in the prevention of slums or blight; or meet community development needs having a particular urgency) with flood-related recovery in the City;

WHEREAS, the CDBG-DR funds were allocated to the City to assist with housing needs, economic development, infrastructure needs and community resiliency challenges resulting from the Memorial Day Flood and All Saints Day Flood in 2015.

WHEREAS, the City has requested that the GLO provide administrative assistance, as authorized under 24 C.F.R. 570.201(o)(4) in connection with the City's management, administration and allocation of the CDBG-DR funds;

WHEREAS, the GLO is willing to provide such assistance to the City in exchange for reimbursement of the GLO's expenses related to such assistance.

NOW, THEREFORE, it is agreed between GLO and the City (collectively "the Parties" and each a "Party") as follows:

1. If the City desires administrative assistance from the GLO, the City shall notify the GLO of the need for this assistance. Requests for assistance with special reports or projects which may require limited timelines and budgets may be considered by GLO through Work Orders issued by the City. Executed Work Orders may be amended by both parties through a written amendment. This request may be made by any member of the City's DR staff and shall be

directed to GLO's designee in GLO's Community Development & Revitalization ("CDR") Program. The GLO's designee under this Agreement to receive such requests is GLO CDR Staff Director.

2. After receiving the request, GLO's CDR Program shall assign the City's request to the appropriate GLO employee(s). Thereafter, the GLO employee(s) will work with the City to provide the requested assistance, and any related deliverables, in a diligent and timely fashion. In connection with providing this assistance, the GLO employee(s) shall segregate and accurately record the time spent solely on City matters through the GLO's Timekeeper Program.

3. GLO employees working with the City under this Agreement shall remain GLO employees and the GLO shall maintain all employer-provided benefits, including compensation, in accordance with the GLO's current payroll and benefits practices.

4. GLO employees who assist on this project may periodically perform work on the City's premises. Regardless of where the work is performed however, GLO retains the right to control and direct the services provided by GLO employees, not only as to the result to be accomplished by the work, but also as to the detail and means by which the result is accomplished. The City will provide office space for GLO employees performing services for the City under this Interlocal Agreement at the City's expense.

5. GLO and the City agree that GLO shall charge the City for the assistance provided by the GLO employee(s). These charges will be calculated on an hourly rate basis as follows: Monthly gross salary + longevity + BRP (Benefit Replacement Pay, if receiving) x 12 = employee yearly compensation/divided by 2080 (number of hours in a year). The FY2017 hourly rate for certain GLO employees is listed in Exhibit A hereto and incorporated by reference for all purposes. The City shall be invoiced no more than once a month for such charges. Payment shall be made by the City to GLO within thirty (30) days of the date of the City's receipt of the invoice. The total budget for the GLO's assistance under this Agreement shall not exceed \$100,000.00. Any modification of the budget shall be by written and signed amendment to this Agreement.

6. Billable Increments means the increments for billing purposes. Under this Interlocal Agreement, the GLO may bill the City for services it performs at 15 minute increments. GLO shall submit and maintain all required documentation with each invoice to justify expenses billed to the City. The City will verify that all expenditures under the terms of this agreement comply with the CDBG regulations at 24 CFR Part 570 and 2 CFR Part 200. The City Housing and Community Development Manager will oversee validation of the GLO time spent/billed when the GLO is providing on-site assistance to the City, and will review timelines and budgets on projects and in accordance with the City's Work Order process. All payments to the GLO will be made on a reimbursement basis for actual eligible costs incurred; advance payments are not permitted.

7. Nothing in this Agreement shall restrict the City from hiring its own employees or contracting with any third party vendors.

8. TO THE EXTENT ALLOWED BY LAW, AND EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GLO, THE CITY, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- THIS AGREEMENT;
- ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR
- THE PRESENCE OF GLO EMPLOYEES ON THE CITY'S PREMISES OR AS A RESULT OF GLO EMPLOYEES PROVIDING SERVICES TO THE CITY UNDER THIS AGREEMENT.

THESE INDEMNITY REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GLO. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create an employer-employee or principal-agent relationship, or to otherwise create for either Party any liability whatsoever with respect to the indebtedness, liabilities, and/or obligations of the other Party.

10. This Agreement shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. It is expressly understood and acknowledged that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination. In addition, the GLO understands that funds for the payment for work performed by the GLO under this Agreement have been provided through the City's budget approved by the City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The GLO acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement has been executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

11. This Agreement shall be effective as of the date executed by the last Party to execute the Agreement and shall terminate on September 31, 2017. The City and the GLO may agree to extend this Agreement by written amendment for successive one-year terms each year subject to

the terms and conditions of this Agreement.

12. Either Party may terminate this Agreement by giving written notice specifying a termination date at least fourteen (14) days subsequent to the date of the notice. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

13. Upon termination or expiration of this Agreement, the Parties shall adhere to the closeout procedures prescribed by 2 C.F.R. 200.343.

14. In accordance with 2 C.F.R. 200.338-342, the City may suspend or terminate this Agreement as a remedy for non-compliance with this Agreement.

15. During the performance of this Agreement, the Parties shall adhere to all applicable federal statutes, regulations, and rules, as may be amended from time to time, including, without limitation, 24 C.F.R. Part 570 and 2 C.F.R. Part 200. The Parties shall adhere to the accounting standards and cost principles found in 2 C.F.R. Part 200.

16. The GLO shall keep and maintain, full, true, and complete records necessary to fully disclose to the City, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Agreement and all applicable state and federal rules, regulations, and statutes. The GLO will retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years subsequent to the final closeout of the overall City CDBG-DR grant program, in accordance with federal regulations. The City shall notify the GLO of the date upon which local records may be destroyed. The Parties understand that all relevant records related to this Agreement and any work product produced in relation to this Agreement shall be subject to the Administrative and Audit Regulations found in 2 C.F.R. Part 200.

17. If applicable, the GLO shall report and submit Program Income, as defined at 24 C.F.R. 570.500(a), to the City in the same manner prescribed by 24 C.F.R. 570.504. Any and all program income received will be returned to the City no later than upon the expiration or termination of this Agreement.

18. The use and disposition of real property and equipment under this Agreement shall be in accordance with 2 C.F.R. Part 200 and 24 C.F.R. 570.502, 570-503, and 570.504, as applicable.

19. The GLO shall submit to the City a monthly progress report for the duration of this Agreement and shall submit a final report upon termination or expiration of this Agreement.

20. The Parties acknowledge that information shared between the Parties during the performance of this Agreement is subject the Texas Public Information Act, Chapter 552, Texas Government Code, including any exceptions to disclosure of information contained therein.

21. This Agreement may be amended only by a writing signed by both Parties.

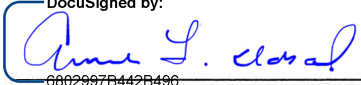
22. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the GLO.

23. This Agreement may be executed in multiple counterparts, all of which shall be deemed to be one and the same instrument.

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IN WITNESS WHEREOF this Interlocal Agreement is entered into and shall be effective on the date set forth above.

TEXAS GENERAL LAND OFFICE

DocuSigned by:
By:  3/30/2017
ANNE L. IDSAL
Chief Clerk and Deputy Land Commissioner

 OGC 

DIV 

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SDD 

DGC 

GC 

CITY OF SAN MARCOS, TEXAS:

By: 
COLLETTE JAMISON,
Interim City Manager

Date of Execution: 2/8, 2017.

EXHIBIT A**GLO EMPLOYEE****FY2017 HOURLY RATE**

John Boyd	\$ 43.15
Brandon R Clark	\$ 47.10
Jeffrey Lee Crozier	\$ 38.77
Maureen Mahoney	\$ 45.55
Jerry R Rahm	\$ 34.47
Martin Rivera Jr	\$ 51.11
Dora Alicia Rivera	\$ 47.27
Christine E Taylor	\$ 28.56
Adele W Waring	\$ 28.82
Heather G Urbanovsky-Lagrone	\$ 62.66
Kelly Warner	\$31.95