

RESOLUTION NO. 16-1649

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN THE COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM GRANT.

WHEREAS, the City of Lago Vista, Texas (“City”) has been awarded by Lower Colorado River Authority (“LCRA”) the Community Development Partnership Program grant; and

WHEREAS, the LCRA grant will provide financial assistance in the amount of Twenty-five Thousand Dollars (\$25,000.00), to the City for the City of Lago Vista Sports Complex Project; and

WHEREAS, the City desires to accept such grant and the conditions that are required by LCRA to effectuate its purposes

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

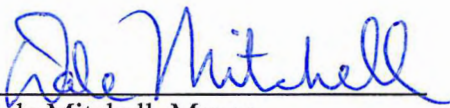
SECTION 1. The above recitals are hereby found to be true and correct and incorporated herein for all purposes.

SECTION 2. The City Council of the City of Lago Vista, Texas does hereby authorize the signature on the Letter Agreement with LCRA as shown in Exhibit “A” and further authorizes the City Manager or her designee to take all steps necessary to comply with its terms.

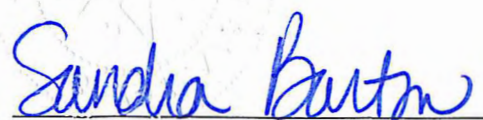
SECTION 3. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ON THE 5th DAY OF MAY, 2016.

CITY OF LAGO VISTA


Dale Mitchell, Mayor

ATTEST


Sandra Barton, City Secretary

LETTER AGREEMENT

This Letter Agreement ("Agreement") is between the Lower Colorado River Authority ("LCRA") and the City of Lago Vista ("Recipient"). In consideration of the Recipient's commitments made in a grant application dated January 29, 2016 ("Grant Application"), LCRA agrees to grant to Recipient Twenty-Five Thousand and 0/100ths dollars (\$25,000) ("Grant Money") for the purpose of the City of Lago Vista Sports Complex Project ("Project").

1. Use of Grant Money. This is a grant of funds solely for the Project purpose(s) stated in the Grant Application. Nothing herein contained requires LCRA to select, procure, install, maintain or repair any equipment or improvements purchased or funded with the Grant Money, or to supervise or train the Recipient's personnel with respect to such activities. Recipient is solely responsible for the selection, procurement, installation, construction, repair and maintenance of all equipment and improvements purchased or funded with the Grant Money, as well as for the training and supervision of the Recipient's personnel with respect to such activities. Recipient agrees to use the Grant Money solely for Project purposes, and Recipient shall not use equipment or improvements purchased or funded with the Grant Money for any purpose other than that stated in the Grant Application, except as provided for herein.

2. Project Completion Date. Recipient agrees to complete the Project within twelve (12) months of the date the Grant Money is received. If the Project is not completed within twelve months, Recipient shall return the unexpended Grant Money to LCRA immediately upon demand. Upon completion of the Project, Recipient agrees to provide LCRA with a photograph of the completed project, a photograph of the required signage, and a completed final report form provided to Recipient by LCRA.

3. Interest on Grant Money. Any interest earned by Recipient on the Grant Money prior to its expenditure shall be considered grant funds and applied exclusively to the Project, or included with any Grant Money returned or refunded to LCRA under the terms of this Agreement, as applicable.

4. Breach and Remedy. If Recipient breaches this Agreement, Recipient agrees that it shall refund to LCRA the full amount of the grant. MB INITIAL

5. Public Use. The equipment and improvements purchased or funded with Grant Money must remain open and accessible to the general public or be used for a public purpose for the useful life of the equipment or improvement.

6. Record Keeping. Recipient shall maintain accurate records of all costs, payments, and related data as may be required by LCRA to verify proper use of the Grant Money for the Project. Recipient shall maintain such records for at least two years after completion of the Project, and shall make the records available to LCRA for

inspection upon reasonable notice.

7. Compliance with Laws. Recipient shall comply with all federal, state and local laws, ordinances, and regulations in connection with the Project. Recipient shall also be responsible for obtaining all necessary permits, licenses, and any other such approvals required for the Project.

8. Acknowledgment. Recipient will make clear and conspicuous public and permanent identification at the Project site acknowledging that LCRA and Pedernales Electric Cooperative are sponsors of the Project. If an awarded recipient's previous grant(s) closeout documents outlined in #2 above do not reflect the required public and permanent signage, then the recipient is not eligible to receive a CDPP grant.
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9. Right to Inspect. LCRA shall have the right to enter upon and photograph the Project site at any reasonable time for the purpose of inspection, including but not limited to walk-throughs, on-site evaluations, and end of project evaluations.

10. Indemnification. **RECIPIENT AGREES TO INDEMNIFY AND HOLD LCRA AND ITS DIRECTORS, OFFICERS, EMPLOYEES, WHOLESALE CUSTOMERS, AND AGENTS HARMLESS FROM DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES RESULTING FROM 1) DAMAGE TO PROPERTY OF ANY PERSON, FIRM, CORPORATION OR GOVERNMENTAL AGENCY, INCLUDING PROPERTY OF LCRA, AND/OR 2) DEATH OF, OR INJURY TO, ANY PERSON OR PERSONS, INCLUDING EMPLOYEES OF LCRA, ARISING OUT OF, AND TO THE EXTENT CAUSED BY, A NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS AND EMPLOYEES.**

IN THE EVENT THAT LCRA IS FOUND TO BE CONCURRENTLY NEGLIGENT, RECIPIENT SHALL NOT INDEMNIFY FOR THE PROPORTIONATE NEGLIGENCE ATTRIBUTABLE TO LCRA BUT SHALL INDEMNIFY FOR THE PORTION OF NEGLIGENCE ATTRIBUTABLE TO RECIPIENT, ITS AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS AND SUBCONTRACTORS OF ANY TIER, THEIR AGENTS, SERVANTS, AND EMPLOYEES.

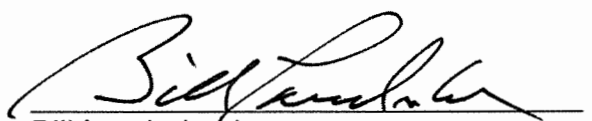
11. Insurance. If requested by LCRA, Recipient shall obtain and maintain a policy of insurance for the useful life of the equipment or improvements purchased or funded with the Grant Money which is sufficient to provide for replacement of any equipment or improvement which is lost, stolen, damaged, or destroyed. Any insurance proceeds received by or on behalf of Recipient under an insurance policy due to the damage or destruction of equipment or improvements must be utilized to acquire equivalent or

better equipment, to repair or replace the improvement, or be paid to LCRA. If otherwise permissible under applicable law, governmental entities may use an established self-insurance program to satisfy this requirement. Recipient shall provide proof of insurance coverage.

12. Disposition of Equipment and Improvements. When equipment or improvements purchased or funded with the Grant Money are no longer needed for the original Project purposes (regardless of whether the Project continues to be supported by LCRA funds), Recipient may use the equipment for other eligible or comparable activities or purposes; otherwise, Recipient shall request disposition instructions from LCRA.

13. Survival. The obligations of the Recipient hereunder, including but not limited to the requirement to use equipment or improvements purchased or funded with the Grant Money for the purposes stated in the Grant Application, shall continue for the useful life of the equipment or improvement.

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing both originals of this Letter Agreement and returning one of them to LCRA.

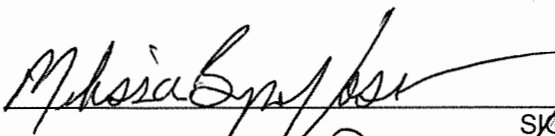

Bill Lauderback
Executive Vice President, Public Affairs
Lower Colorado River Authority



The terms and conditions stated above are accepted and agreed to on

 MAY 11 , 2016 .
MONTH DD YYYY

Recipient: _____

By:  _____
SIGNATURE

Printed Name: Melissa Byrne Jossmer Title: City Manager