

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SCHERTZ
ECONOMIC DEVELOPMENT CORPORATION, AND CITIES OF SCHERTZ AND
SELMA, TEXAS, REGARDING FUNDING OF DESIGN AND CONSTRUCTION OF
SIGNALIZATION OF THE INTERSECTION OF LOOKOUT RD. AND SCHERTZ
PARKWAY**

This Interlocal Agreement regarding the shared costs of design and construction of signalization of the intersection of Lookout Rd and Schertz Parkway (the “Agreement”), is entered into between the **Schertz Economic Development Corporation (“SEDC”)** a Texas non-profit development corporation, and the **Cities of Schertz (“Schertz”)** and **Selma (“Selma”), Texas**, each a Texas municipal corporation acting by and through its respective City Council, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The SEDC and Cities are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and,

WHEREAS, Schertz has created the Schertz Economic Development Corporation, a Texas non-profit economic development corporation pursuant to Chapters 501, 502 and 505 of the Texas Local Government Code (“SEDC”); and,

WHEREAS, SEDC has allocated funding for redevelopment of Lookout Rd. in the FY 2023 Budget adopted by City Council on September 13, 2022: and,

WHEREAS, the City of Schertz, the City of Selma and the SEDC wish to expedite the design and construction of the signalization of the intersection of Schertz Parkway and Lookout Road to facilitate the safe and orderly flow of traffic through the (“Project”); and,

WHEREAS, Selma has requested Schertz act as the entity responsible for the design and construction of the Project.

WHEREAS, Schertz has worked with the SEDC to budget from the SEDC Reserve Fund additional dollars to the Lookout Rd. reconstruction project slated for FY2023; and,

WHEREAS, Selma seeks to expedite the development of signalization through sharing of up to one-third (1/3) of the cost of the Project; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Purpose and Scope

1.1 To ensure adequate traffic flow to protect the health, safety, and welfare of the citizens of the Parties, new traffic signalization is believed to be necessary at the approximate boundary between the City of Schertz and the City of Selma at the intersection of the Lookout Rd. and Schertz Parkway.

1.2 The process will include SEDC provision of Project funding, Schertz leading design and cost estimates for the Project to secure approval for cost share from the City of Selma for estimated costs, Project management to completion by Schertz and submission of total Project costs to the City of Selma, and payment of 1/3 of documented Project total cost from Selma to the SEDC.

1.3 The City of Schertz is designating the SEDC as its fiscal agent for the performance related elements of this Interlocal Agreement, and it is understood by the Parties that the SEDC is not a governmental entity and cannot be a direct party to an interlocal agreement.

II. Term of the Agreement

2.1 The term of this Agreement shall begin upon approval by the governing bodies of the Parties and full execution by the designated officials.

2.2 This Agreement shall terminate when the Project is completed, and 1/3 of all documented Project costs reimbursed to the SEDC by the City of Selma, or 18 months, whichever is sooner. This Agreement may be extended if additional time is necessary to complete the Project and as agreed upon by the Parties.

2.3 Any Party may terminate this Agreement upon thirty (30) days written notice to the other Parties. Notice must be received no less than 30 days before the release of the formal solicitation for the Project construction. If Selma terminates this Agreement all documented Project design costs accrued on the date of communication to the other Parties shall be submitted to Selma and will be due from Selma to the SEDC. If Schertz or SEDC terminate the agreement the SEDC will allocate funding to reimburse Schertz for any design costs accrued on the date of communication to the other Parties.

III. Responsibilities of Schertz

3.1 Act as the entity responsible for all aspects of project management, including contracting for the design and construction of signalization as well as vendor management and payment through Project completion.

3.2 Act as the recipient of SEDC funding for costs associated with construction through the adoption of an MOU and funding agreement with the SEDC.

3.3 Provide design and preliminary Project cost estimates for review by SEDC and Selma.

3.4 Upon receipt of responsive bids, provide update to Selma and SEDC on Project Bid Costs.

- 3.5 Provide to the City of Selma evidence of paid invoices for all documented Project costs for which 1/3 will be due by Selma to the SEDC.
- 3.6 Upon request, provide SEDC and/or Selma Project updates via email.

V. Responsibilities of the SEDC

- 4.1 Coordinate consideration of funding agreement and authorization of project funds through the SEDC Board of Directors and the City of Schertz.
- 4.2 Accept reimbursement from the City of Selma.

IV. Responsibilities of Selma

- 5.1 Provide approval of initial Project design and preliminary Project cost based on design of project through written communication from Selma City Administrator.
- 5.2 If the approval per 5.1 is not given, provide the City of Schertz notice of termination of the project and reimburse the SEDC for 1/3 of all documented Project cost associated with design with of the project.
- 5.3 Upon Project completion and submission of a request for payment from SEDC, reimburse the SEDC for 1/3 of total documented Project costs within 90 calendar days.

VI. Binding Effect; Benefiting Parties

- 6.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Parties.
- 6.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

VII. Governmental Functions; Liability; No Waiver of Immunity or Defenses

- 7.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
- 7.1.1 The services provided for herein are governmental functions, and the Cities shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

SELMA: City of Selma
9375 Corporate Drive
Selma, Texas 78154
Attention: City Administrator Johnny Casias

With a copy to: Langley & Banack, Inc.
745 E. Mulberry Ave, Ste 700
San Antonio, Texas 78212
Attention: Marc J. Schnall

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

IX. Severability

9.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

X. Entire Agreement

10.1 This Agreement is the entire agreement between the Parties as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement. Any funds necessary for the completion of this Agreement have been or will be allocated in a manner authorized by law and in compliance with municipal budgeting principles.

XI. Governing Law; Venue

11.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Comal County, Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Courts of Comal County, Texas. The Parties agree to submit to the jurisdiction of said court.

[Signatures and acknowledgements on the following pages]

**SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SCHERTZ
ECONOMIC DEVELOPMENT CORPORATION, AND CITIES OF SCHERTZ AND
SELMA, TEXAS, REGARDING FUNDING OF DESIGN AND CONSTRUCTION OF
SIGNALIZATION OF THE INTERSECTION OF LOOKOUT RD. AND SCHERTZ
PARKWAY**

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____
Dr. Mark Browne,
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Dr. Mark Browne, the City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

[Seal]

Notary Public in and for the State of Texas

**SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE SCHERTZ
ECONOMIC DEVELOPMENT CORPORATION, AND CITIES OF SCHERTZ AND
SELMA, TEXAS, REGARDING FUNDING OF DESIGN AND CONSTRUCTION OF
SIGNALIZATION OF THE INTERSECTION OF LOOKOUT RD. AND SCHERTZ
PARKWAY**

SCHERTZ ECONOMIC DEVELOPMENT CORPORATION

By: _____
Paul Macaluso,
Chair
SEDC Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____,
2022.

**SIGNATURE PAGE TO
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF
SCHERTZ, SELMA AND GARDEN RIDGE, TEXAS REGARDING THE CLOSURE
AND OPENING OF PUBLIC RAILROAD CROSSINGS**

CITY OF SELMA

By: _____
Johnny Casias,
City Administrator

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Johnny Casias, City Administrator of Selma, a political subdivision of the State of Texas, on behalf of said entity.

[Seal]

Notary Public in and for the State of Texas