

STATE OF TEXAS

COUNTY OF BEXAR

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**INTERLOCAL AGREEMENT FOR
INSTALLATION OF SCHOOL ZONE
FLASHING BEACONS FOR
JOHN MARSHALL HIGH SCHOOL**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") FOR INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF A SCHOOL ZONE EQUIPPED WITH FLASHING BEACONS ON MAST ARMS AND ADDITIONAL SUPPLEMENTAL SIGNAGE WITHIN THE CITY OF SAN ANTONIO is made and entered into by and between the CITY OF SAN ANTONIO, TEXAS, a Texas Home Rule Municipality (hereinafter, "COSA"), and the CITY OF LEON VALLEY, a Texas Home Rule Municipality (hereinafter, "COLV"). COSA and COLV shall collectively be referred to herein as the "Parties."

WITNESSETH.

WHEREAS, both Parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, COLV has agreed to install, maintain, inspect, repair, and replace infrastructure related to the school zone within the city limit of COSA to alert drivers of potential pedestrians in the roadway (hereinafter, "Project"); and

WHEREAS, COLV will be responsible for all costs of the Project; and

WHEREAS, COSA and COLV desire to enter into this Agreement in order to establish the obligations of the Parties with regard to the access, installation, and maintenance of the Project; and **NOW, THEREFORE**, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

ARTICLE I

PURPOSE AND LEGAL AUTHORITY

1.01 The purpose of this Agreement is to establish the terms and conditions for access, installation, maintenance, inspection, repair, and replacement of the Project.

1.02 The Parties certify that the services provided in this Agreement are services that are properly within the legal authority of the Contracting Parties in accordance with the Interlocal Cooperation Act,

being Chapter 791 of the Texas Government Code.

ARTICLE II

TERM

2.01 Except as otherwise provided herein, this Agreement shall commence upon the execution date of the last signatory party to the Agreement and shall continue for three (3) years, subject to rights of termination set out in this Agreement.

2.02 This Agreement renews automatically without the necessity of further action by either Party for an additional term of three years ("Extended Term") effective immediately upon the expiration of the previous term, unless one of the Parties desires to terminate this Agreement.

2.03 If a Party desires to terminate this Agreement, the terminating Party must provide written notice of the terminating Party's intent not to renew to the non-terminating Party at least thirty (30) days prior to the expiration of the original term or Extended Term.

2.04 Each effective Extended Term will be upon the same terms and conditions as initially provided in this Agreement unless this Agreement has been amended in accordance with the provisions of this Agreement.

ARTICLE III

DESIGNATION OF REPRESENTATIVES

3.01 COSA hereby appoints the City of San Antonio Public Works Director, or designee, ("COSA Project Manager") as its designated representative under this Agreement. COSA's Project Manager shall be the primary point of contact for COLV.

3.02 COLV hereby appoints the City of Leon Valley Public Works Director, or designee, ("COLV Project Manager"), as its designated representative under this Agreement. COLV's Project Manager shall be the primary point of contact for COSA.

ARTICLE IV

COSA'S RESPONSIBILITIES

4.01 COSA will allow COLV the right to access the site, as described in Exhibit "A" herein, for the installation, maintenance, inspection, repair, and replacement of the Project.

4.02 COSA shall have no financial commitment towards the Project.

ARTICLE V

COLV'S RESPONSIBILITIES

5.01 COLV will install, maintain, inspect, repair, and replace one (1) flood gauge at the site described in Exhibit "A" within COSA right-of-way. The location will comply with all applicable laws and ordinances and will not create a road hazard or obstruction. COLV will inspect the Project from time to time, including but not limited to within a reasonable time of a significant flood event, and will keep the Project in reasonably good repair and generally free of debris.

5.02 COLV shall be solely responsible for all costs of the Project.

5.03 COLV shall notify COSA at least twenty-four (24) hours of the day of the initial installation of the Project.

5.04 COLV will repair or replace the Project within a reasonable time of receiving notice from the COSA of damage or debris, or of COLV becoming aware the Project has suffered damage or is obstructed by debris. If COSA has determined (in its sole discretion) the school zone and/or its infrastructure has become a road hazard, road obstruction, or nuisance due to damage or other cause, COSA may immediately remove and store the mast arm and signs related to the school zone and provide COLV notice of the same as soon as reasonably possible.

ARTICLE VI DEFAULT

6.01 In the event of a material breach of this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach which shall detail the nature of the breach. The Party receiving the notice of breach shall be given sixty (60) days to cure the breach. If the breach is not corrected to the satisfaction of the non-breaching Party by the end of the sixty (60) day period, the non-breaching Party may be given written notice of termination to the breaching Party and seek to recover damages not to exceed the amount paid by the non-breaching Party toward maintenance of the Project.

ARTICLE VII PRIOR AGREEMENTS SUPERSEDED

7.01 This Agreement, including the exhibits, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersede all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE VIII ASSIGNMENT OR TRANSFER OF INTEREST

8.01 COSA may not assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the prior written consent of COLV. Any attempt to assign without such approval shall be void.

ARTICLE IX

LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE X

COMPLIANCE WITH LAWS AND ORDINANCES

10.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

ARTICLE XI

TEXAS LAW TO APPLY AND VENUE

11.01 This Agreement shall be governed by and construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable and enforceable in Bexar County, Texas. Any legal actions regarding the Parties' obligation under this Agreement must be filed in Bexar County, Texas.

ARTICLE XII

AMENDMENT

12.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XIII

NOTICES

13.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall

be effective from such date.

If to COLV:

City of Leon Valley
Attn: City Manager
6400 El Verde Road
Leon Valley, Texas 78238

If to COSA:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy to: Director of Public Works
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE XIV **FORCE MAJEURE**

14.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents, or employees which result from acts beyond that entity's reasonable control including acts of God, strikes or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the delay.

ARTICLE XV **MULTIPLE COUNTERPARTS**

15.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

ARTICLE XVI **FORMAL MATTERS**

16.01 The relationship between the COSA and COLV under this Agreement shall be that of independent contractors, and not that of partners, joint venturers, or any other relationship. This Agreement sets out the entire Agreement of the parties in connection with the subject matter addressed herein, and may be modified or amended only in writing executed by both the COSA and COLV.

16.02 Nothing in this Agreement shall be constructed to waive, modify, or amend any legal defense available to the Parties or any past or present officer, elected official, agent, or employee of the participating political subdivisions including, but not limited to governmental immunity from suit as provided by law.

16.03 The execution and performance of this Agreement by COLV and COSA have been duly

authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the COLV and COSA in accordance with its terms.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL,

ON THIS DATE: _____

CITY OF SAN ANTONIO

CITY OF LEON VALLEY

By: _____

ERIK WALSH, City Manager

By: _____

CRYSTAL CALDERA, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

ANDREW SEGOVIA, City Attorney

NICOLE WARREN, City Attorney

EXHIBIT A

Proposed Mast Arm Location

