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| STATE OF TEXAS | § | INTERLOCAL AGREEMENT |
| | § | FOR FUNDING SIDEWALK IMPROVEMENTS |
| | § | ON NORTH NEW BRAUNFELS AVE. |
| COUNTY OF BEXAR | § | (CASTANO AVE. TO CLAYWELL DR.) |
| | § | |

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") FOR DESIGN AND CONSTRUCTION OF SIDEWALK IMPROVEMENTS ALONG N. NEW BRAUNFELS AVENUE (Castano Avenue to Claywell Drive) is made and entered into by and between **CITY OF SAN ANTONIO, TEXAS**, a Texas Home Rule Municipality (hereinafter, "COSA"), and **CITY OF ALAMO HEIGHTS**, a Texas Home Rule Municipality (hereinafter, "COAH"). COSA and COAH shall collectively be referred to herein as the "Parties."

WITNESSETH

WHEREAS, both of the Parties 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, pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties agree that improvement of the sidewalks along North New Braunfels Avenue from Castano Avenue to Claywell Drive is necessary for the safety, health, and wellness of the residents of both cities; and

WHEREAS, COSA has agreed to design and construct sidewalk improvements along N. New Braunfels Avenue from Castano Avenue to Claywell Drive within the city limit of COSA (hereinafter, "Project"), as described in the Project Scope attached as **Exhibit A**; and

WHEREAS, the Parties estimate the total cost of the project is \$232,000.00, as set forth in the Project Budget attached as **Exhibit B**, and agree to share Project completion costs; and

WHEREAS, COSA will be responsible for half of the Project costs; and

WHEREAS, COAH will contribute half the Project costs to COSA; and

WHEREAS, COSA and COAH desire to enter into this Agreement in order to establish

the obligations of the Parties with regard to the funding, design, and construction of the Project;

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 Each of the foregoing recitals are incorporated into and made a part of this Agreement.
- 1.02 The purpose of this Agreement is to establish the terms and conditions under which COAH agrees to provide funding to COSA in an amount not-to-exceed ONE HUNDRED AND SIXTEEN THOUSAND AND NO/100 DOLLARS (\$116,000.00) for costs incurred as part of the design and construction of the Project.
- 1.03 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, Texas Government Code, Chapter 791, et. seq.

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

ARTICLE IV
COAH'S RESPONSIBILITIES

- 4.01 COAH will allow COSA 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 COAH will cooperate in the issuance of any permits, inspections, or other COAH procedures that may be necessary for the completion of the Project.
- 4.03 COAH shall commit up to \$116,000.00 towards the Project and shall share the costs of the project with COSA .
- 4.04 COAH shall submit its share of the costs in one payment for the full amount prior to the start of construction.

ARTICLE V
COSA'S RESPONSIBILITIES

- 5.01 COSA will design, construct and maintain the sidewalk improvements described in Exhibit "A" within the COSA right-of-way. The location will comply with all applicable laws and

ordinances and will not create a road hazard or obstruction. COSA will be responsible for inspecting the Project.

- 5.02 COSA shall share the costs of the Project in the not-to-exceed amount of \$116,000.
- 5.03 COSA shall notify COAH at least twenty-four (24) hours prior to the initial construction of the Project.
- 5.04 COSA shall submit one invoice to COAH for COAH's share of the project cost prior to commencement of construction.

ARTICLE VI

JOINT OBLIGATIONS OF THE PARTIES

- 6.01 The Parties have agreed upon the construction of the improvements to be integrated into the Project as provided in **Exhibit "A"**.
- 6.02 Substantial changes to the project require the approval of each Party.
- 6.03 The Agreement is subject to appropriation of funds each fiscal year.

ARTICLE VII

PROJECT MANAGEMENT DURING DESIGN AND CONSTRUCTION

- 7.01 COSA shall manage, oversee, administer and carry out all of the activities and services required for the design and construction monitoring of the Project, to ensure that this Project is designed, constructed and completed with new materials in a good and workmanlike manner and in accordance with the terms of this Agreement.
- 7.02 COSA shall enforce substantial compliance, pursuant to the terms of the agreement with the Contractor and require that work continuously and diligently be performed to achieve substantial completion on or before the scheduled completion date set out in the Project Schedule.

ARTICLE VIII

TERMINATION AND DEFAULT

- 8.01 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 construction of the Project.
- 8.02 In the event no funds are appropriated for this agreement, each Party has the right in any given fiscal year to terminate this contract without penalties of any sort.

ARTICLE IX PRIOR AGREEMENTS SUPERSEDED

- 9.01 This Agreement, including the exhibits, constitute 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 X ASSIGNMENT OR TRANSFER OF INTEREST

- 10.01 Neither Party is permitted to unilaterally assign its rights, privileges, and obligations under this Agreement, in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE XI LEGAL CONSTRUCTION

- 11.01 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 XII
COMPLIANCE WITH LAWS AND ORDINANCES

- 12.01 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 XIII
TEXAS LAW TO APPLY AND VENUE

- 13.01 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 XIV
AMENDMENT

- 14.01 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 XV
NOTICES

- 15.01 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 COAH: City of Alamo Heights
 Attn: Public Works Director
 6116 Broadway
 San Antonio, TX 78209

If to COSA: Razi Hosseini, Director

City of San Antonio – Public Works
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE XVI
FORCE MAJEURE

- 16.01 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 delay.

ARTICLE XVII
MULTIPLE COUNTERPARTS

- 17.01 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 XVIII
MISCELLANEOUS

- 18.01 The relationship between the COSA and COAH 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 a writing executed by both the COSA and COAH.
- 18.02 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.

18.03 The execution and performance of this Agreement by COAH 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 COAH 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 THE _____ DAY OF _____ 2023.

CITY OF SAN ANTONIO

By: _____
ERIK WALSH, City Manager

Date: _____

APPROVED AS TO FORM:

ANDREW SEGOVIA, City Attorney

CITY OF ALAMO HEIGHTS

By: _____
BUDDY KUHN, City Manager

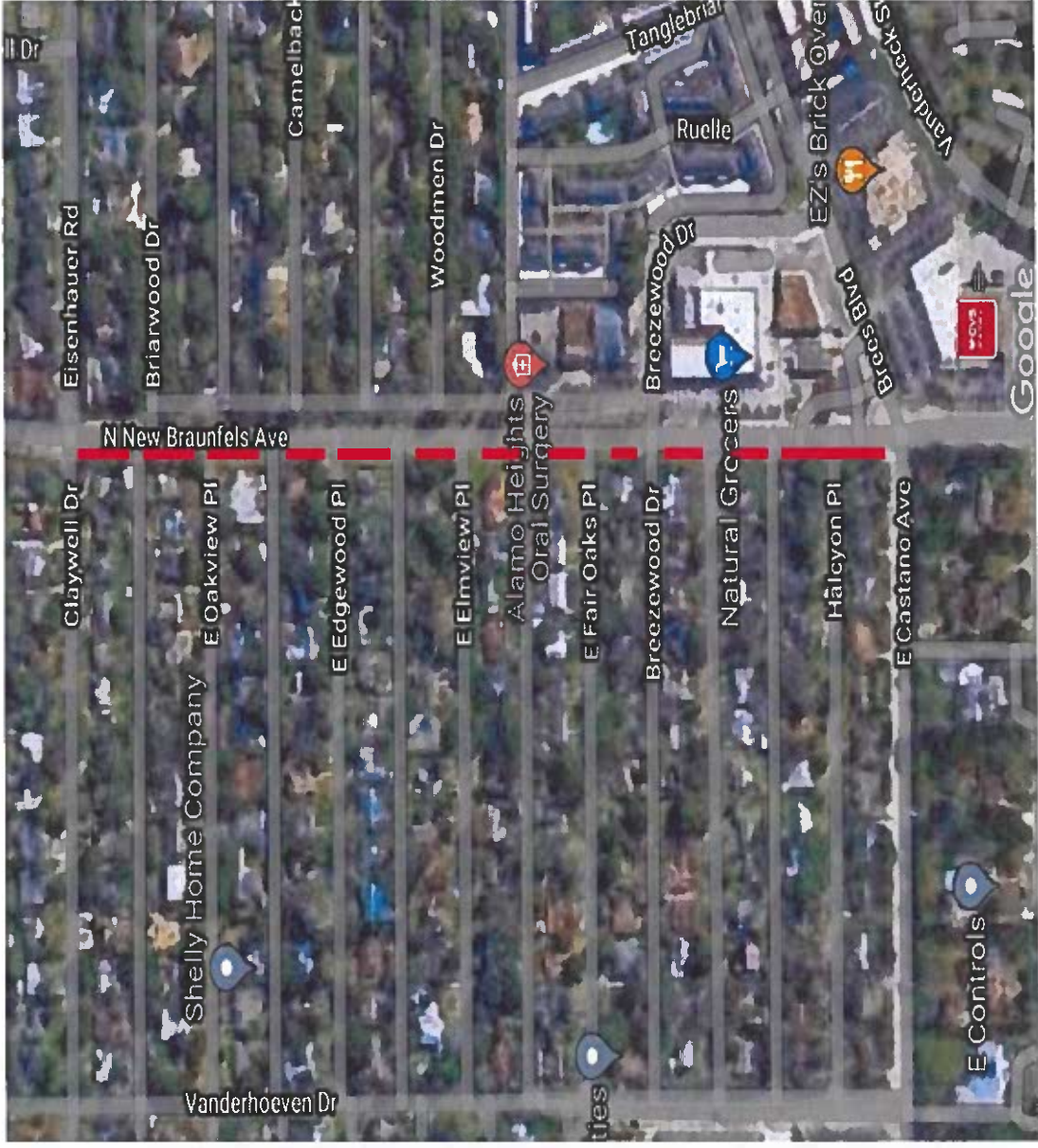
Date: 03/20/2023

APPROVED AS TO FORM:

FRANCISCO J GARZA, City Attorney

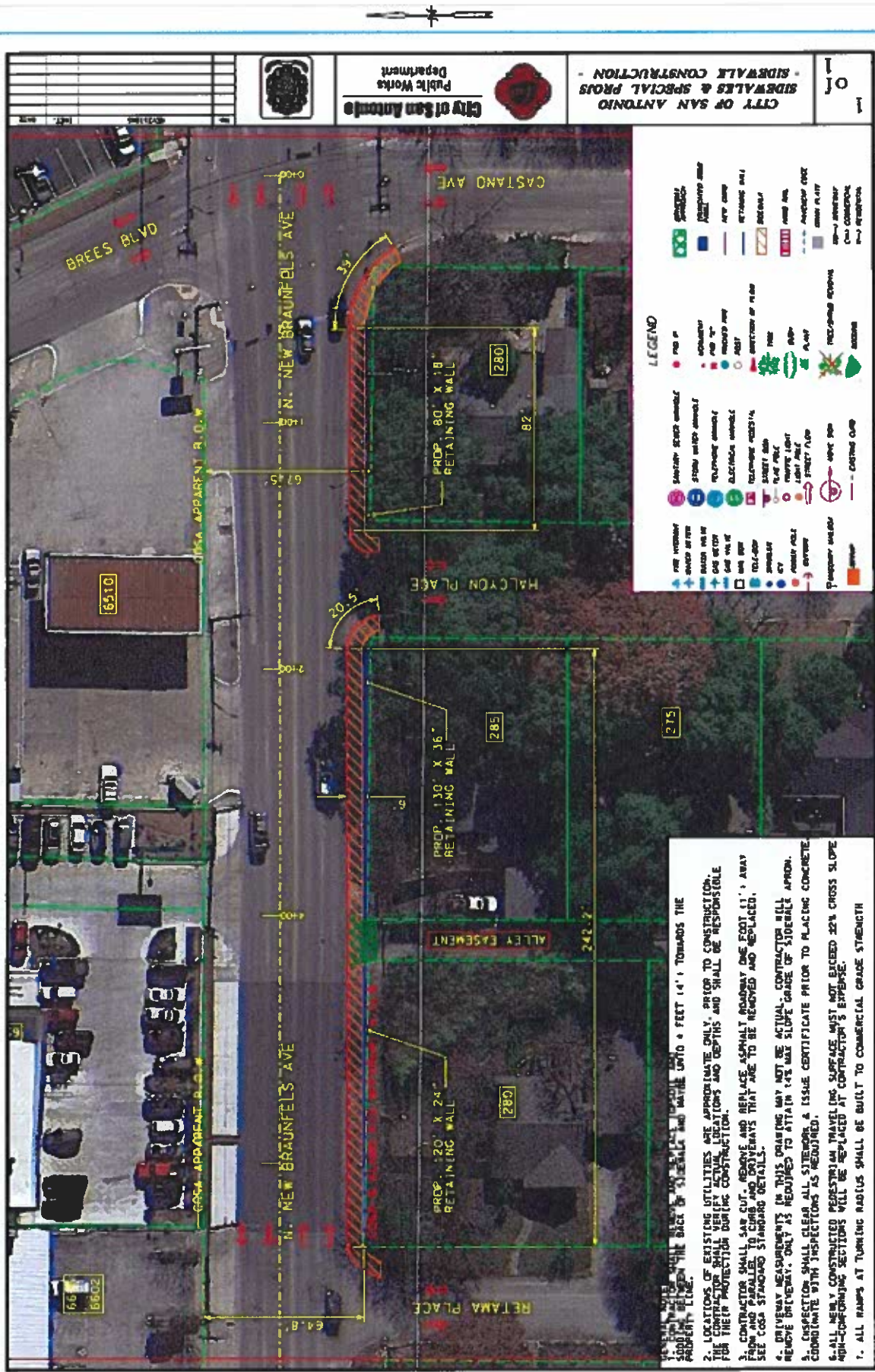


Project Scope as Proposed (Castano to Claywell) West Side



- Possible FY24 work
- Possible Contribution from Alamo Heights
- Time to work Alamo Heights contribution
- 1,778 feet of sidewalk
- 1,571 feet of curb
- Twelve (12) wheel chair ramps
- Six (6) Alley approaches
- Three (3) Residential approaches
- Multiple sections of retaining wall needed
- Bus stop pads will be retained

Sample Design –First Block (Retama Pl to Castano)



N. New Braunfels and W. Castano South Limits

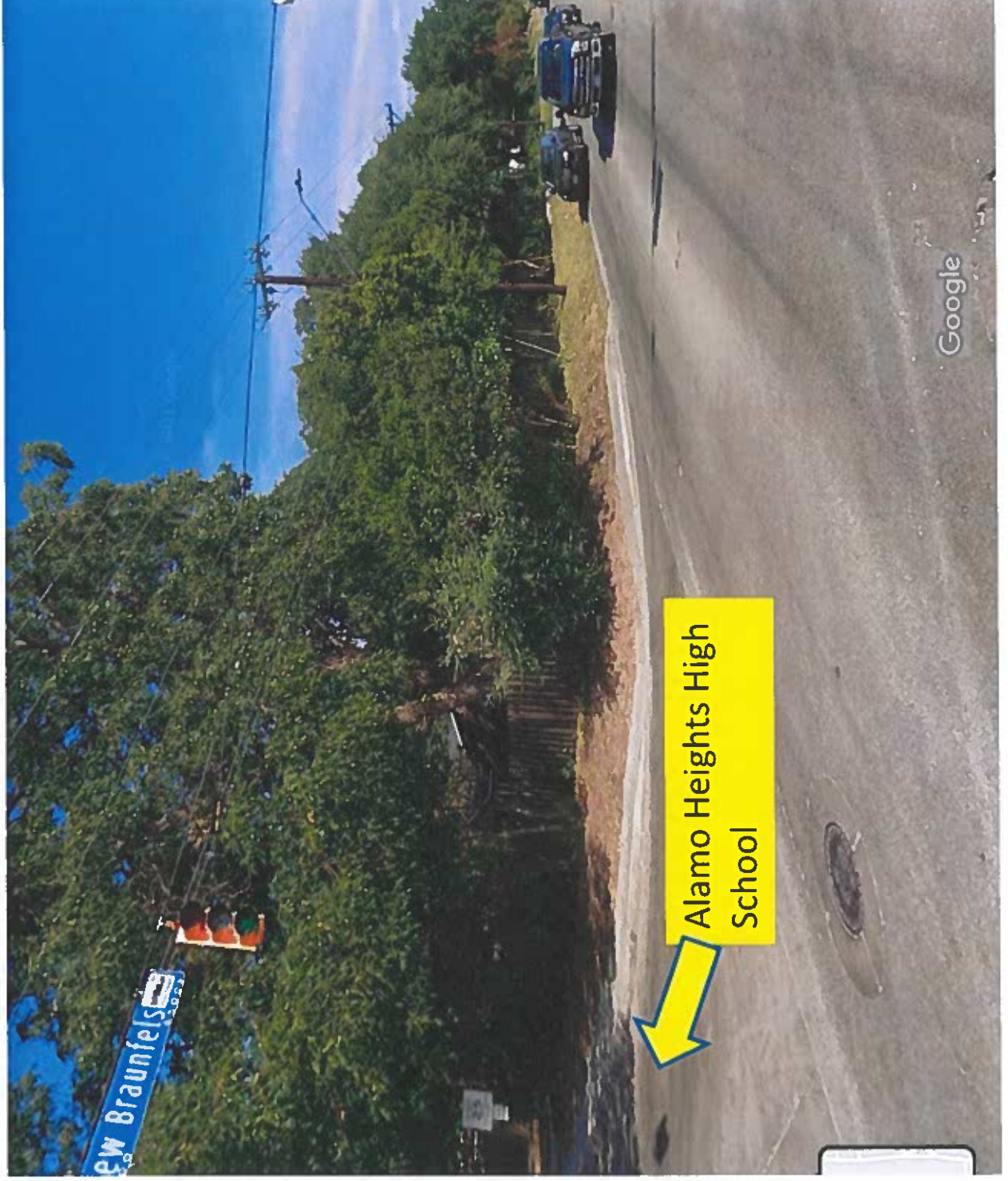
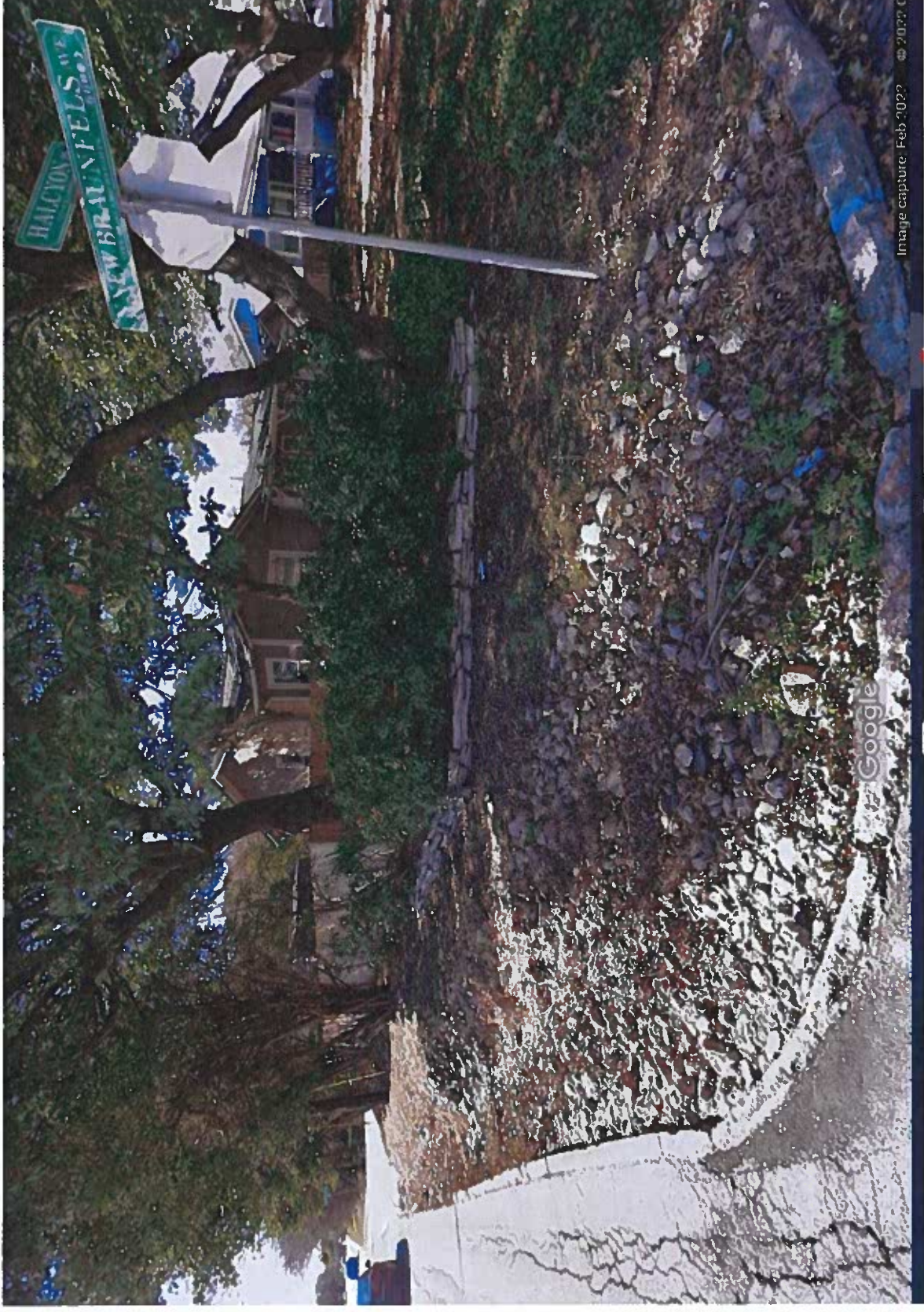


Exhibit A

N. New Braunfels and Halcyon South



N. New Braunfels and Halcyon North

Exhibit A



N. New Braunfels and Retama South



N. New Braunfels and Retama North



Exhibit A

N. New Braunfels and E. Fair Oaks South



N. New Braunfels and E. Fair Oaks North

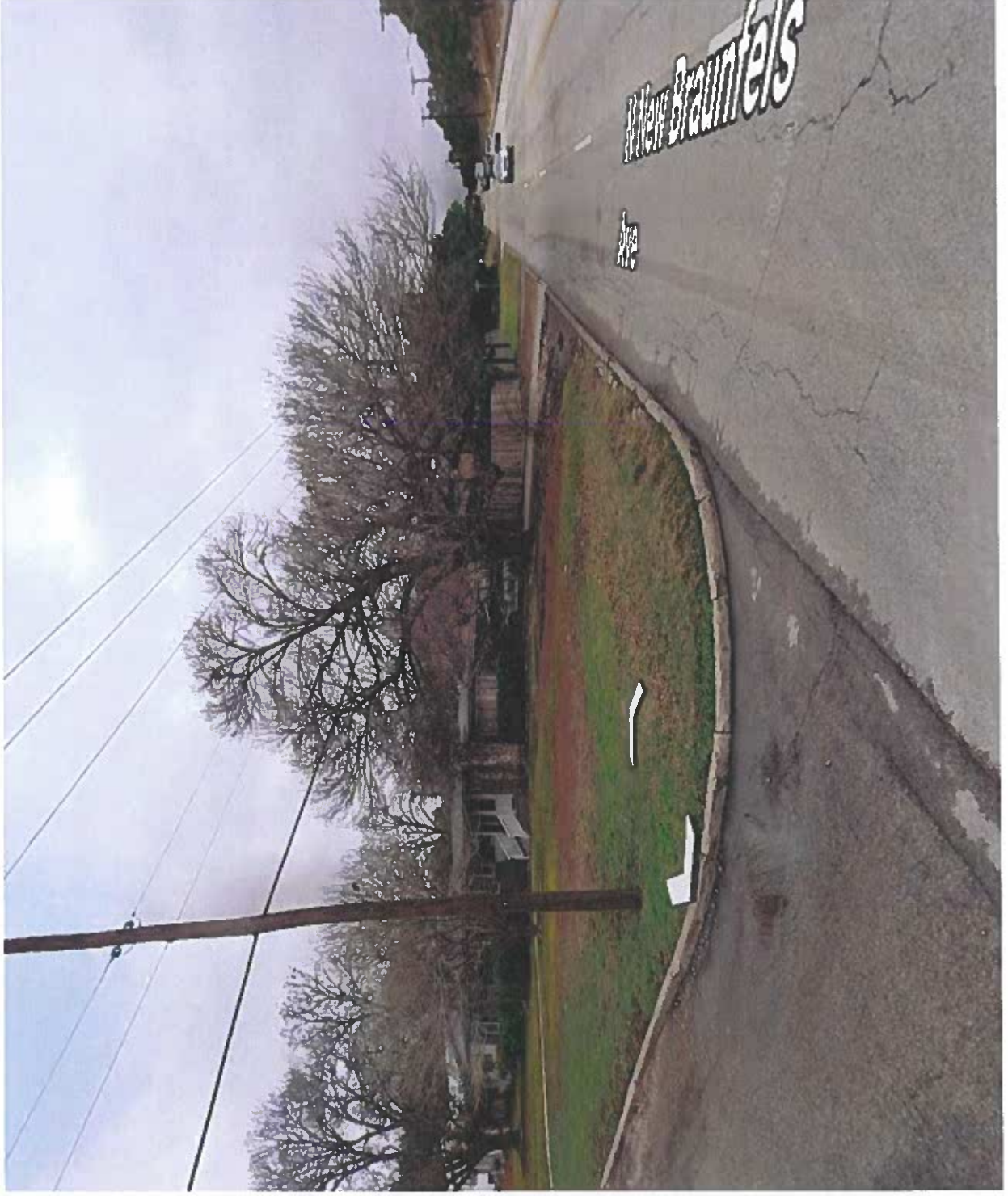


Exhibit A



N. New Braunfels and E Elm View Intersection

Exhibit A



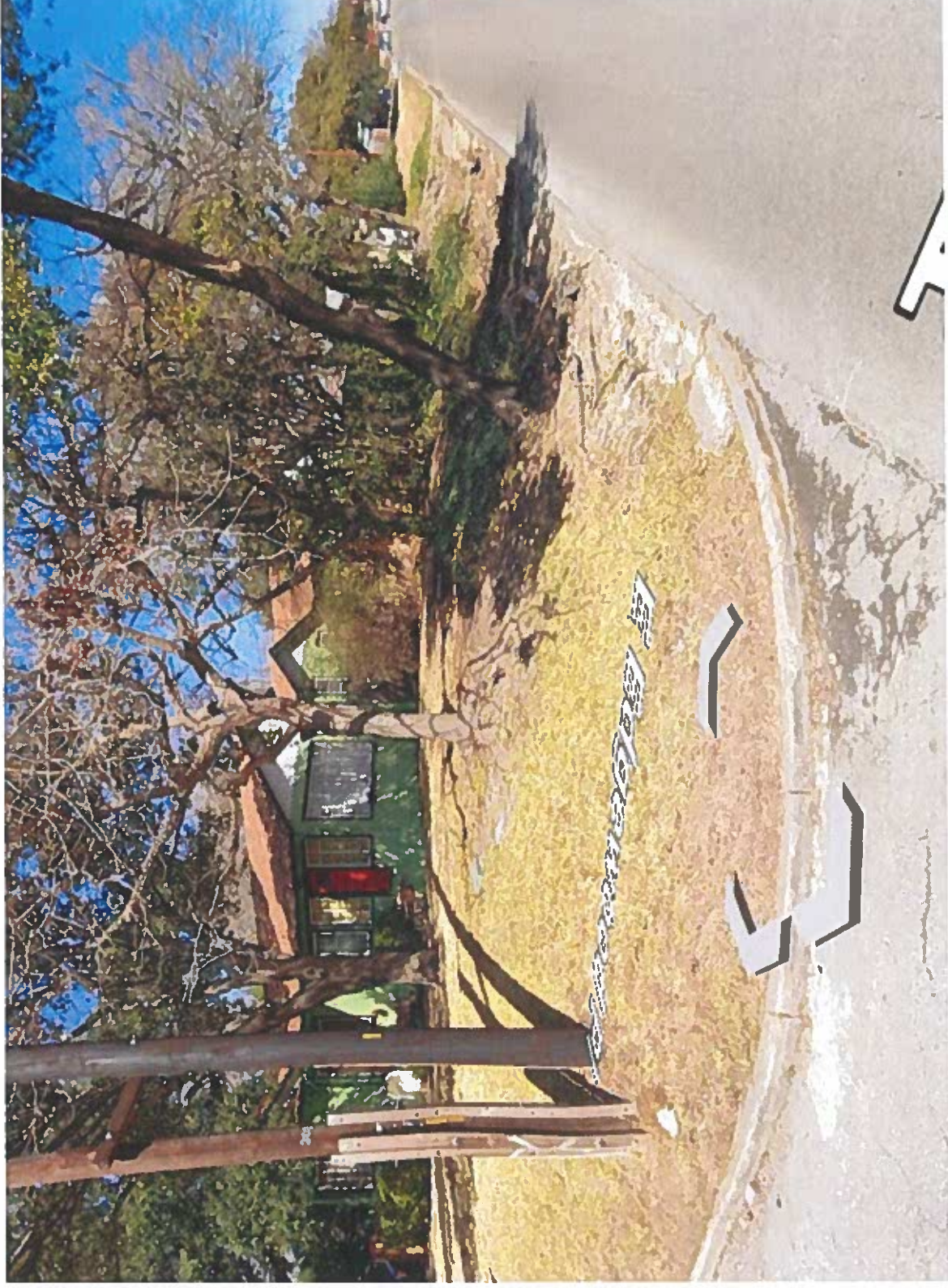
N New Braunfels and E. Edgewood South

Exhibit A



N New Braunfels and E Edgewood North

Two trees may need to be removed



N. New Braunfels and E. Edge View Intersection



Northern Project Limits: N. New Braunfels and Claywell



N New Braunfels--(Castano to Claywell) Quad Sheet ^{Exhibit B}

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Project Summary Sheet


Date: 9/14/2022

Project Name: N New Braunfels Ave

Project Limits: E. Castano Ave - Claywell Dr

Council District: 10

Fiscal Year: 2023



| Funding Information | | Cost Information | |
|--------------------------|------------------|--------------------------|------------------|
| Funding and Year | Amount | Category | Cost |
| TBD | \$232,000 | Construction | \$186,224.29 |
| | | Material Testing | \$3,724.49 |
| | | Contingency | \$9,311.21 |
| | | Project Mgmt/Design | \$21,436.20 |
| | | Admin. Costs/Inspections | \$11,173.46 |
| Total Funding | \$232,000 | *Total Cost | \$232,000 |
| *Rounded to Nearest \$1K | | | |

Project Description

1. Twelve (12) wheel chair ramps
2. Six (6) Alley approaches
3. Three (3) Residential approaches
4. 1,778 feet of sidewalk
5. 1,571 feet of curb

