FLM: gg
03/15/2015
Item No. 30.

AN ORDINANCE 2015-03-12-0203

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY FOR THE FLOOD CONTROL CAPITAL PROJECT "PRUE ROAD AT FRENCH CREEK (LC-6)" LOCATED IN COUNCIL DISTRICT 8 AND AUTHORIZING PAYMENT TO BEXAR COUNTY IN AN AMOUNT NOT TO EXCEED $211,061.33 AVAILABLE FROM 2007-2012 GENERAL OBLIGATION BOND FUNDS.

* * * * *

WHEREAS, the Flood Control Capital Project "Prue Road at French Creek (LC-6)" is part of the Bexar County Flood Control Program and this project consists of the replacement of an existing low water crossing with a span bridge between Old Prue Road and Wilson Oaks; and

WHEREAS, the bridge will provide an un-flooded vehicular travel route for citizens and emergency responders during a 1% annual chance (100-year) storm event; and

WHEREAS, associated project features include channel improvements, additional travel lanes, and utility adjustments with construction of a bridge span wide enough to accommodate up to five vehicular travel lanes in the future; and

WHEREAS, the City completed its portion of the 2007-2012 General Obligation Bond Project at Prue Road in June 2012 which widened Prue Road to four lanes from Country Dawn to Autumn Bluff; and

WHEREAS, funding has been set aside in this project in order to partner with the County to provide for the additional Prue Road roadway improvements but needed to wait until Bexar County was ready with its flood control project before the street could be widened east and west of the bridge at French Creek; and

WHEREAS, this Ordinance authorizes an Interlocal Agreement with **Bexar County** and authorizes the transfer of funds from the City of San Antonio in an amount not to exceed $211,061.33 to Bexar County's "Prue Road at French Creek (LC-6)" Project, funded by 2007-2012 General Obligation Bonds from the Prue Road Bond Project (Country Dawn to Autumn Bluff); **NOW THEREFORE;**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or the City Manager's Designee is authorized to execute an Interlocal Agreement with **Bexar County** for the Flood Control Capital Project "Prue Road at French Creek (LC-6)". Said Interlocal Agreement appears in substantially the same form as **Attachment I** attached hereto and incorporated herein for all purposes.

SECTION 2. Payment in the amount not to exceed $211,061.33 in SAP Fund 45099000, General Obligation Capital Project, SAP Project Definition 40-00030, Prue Rd (Country Dawn

to Autumn Bluff), is authorized to be encumbered and made payable to **Bexar County**, for the Flood Control Capital Project "Prue Road at French Creek (LC-6)" located in Council District 8.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 12th day of March, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**30 (in consent vote: 7, 8, 9, 10, 11, 12, 14, 17, 18B, 19A, 19B, 20, 21, 22, 24, 25, 26, 28, 30, 31)**
Date:	03/12/2015
Time:	10:06:53 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of an Interlocal Agreement with Bexar County for the Flood Control Capital Project "Prue Road at French Creek (LC-6)" located in Council District 8 and authorizing payment to Bexar County in an amount not to exceed $211,061.33 available from 2007-2012 General Obligation Bond Funds. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR THE**
	§	**PRUE ROAD AT FRENCH CREEK**
COUNTY OF BEXAR	§	**(LC-6) PROJECT**

THIS INTERLOCAL AGREEMENT FOR THE PRUE ROAD AT FRENCH CREEK PROJECT (hereafter referred to as "Agreement") is effective as of the _____ day of _____, 2015 (hereafter referred to as "Effective Date") pursuant to Ordinance #_____ passed by the City of San Antonio Council on _____, by and between the **CITY OF SAN ANTONIO, TEXAS** (hereafter referred to as "City"), a Texas Home Rule Municipality and the **COUNTY OF BEXAR** (hereafter referred to as "County"), a political subdivision of the State of Texas. City and County collectively shall be referred to as "the Party" or "the Parties." This Agreement is entered into by City and County pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This Agreement is intended to further the purpose of the Interlocal Cooperation Act by increasing the efficiency and effectiveness of local governments.

WITNESSETH

WHEREAS, City and County have agreed to incorporate City's Prue Road Improvements Project, from Old Prue Road to Kyle Seale Parkway (hereafter referred to as "the Project"), into the County's approved Flood Control Capital Project Prue Road at French Creek (LC-6); and

WHEREAS, the Project consists of roadway widening east and west of the proposed bridge at French Creek, including the addition and reconfiguration of traffic lanes in both directions as well as the necessary signage and striping to improve traffic flow in both directions; and

WHEREAS, County intends to construct the Project with the overall construction of the County's LC-6 Project; and

WHEREAS, City shall provide advance funding to County as a lump sum amount for the engineering, real estate, construction, and capital administration of the Project as part of County's LC-6 Project; and

WHEREAS, City shall be responsible for the maintenance of the Project after its completion; and

WHEREAS, the Parties desire to enter into this Agreement to establish the rights and obligations of the Parties, for the funding, design, construction, operations and maintenance of the Project and to establish the procedures for funding the Project:

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Parties agree as follows:

Attachment I

ARTICLE I
PURPOSE AND TERM

1.01 The purpose of this Agreement is to establish the terms and conditions for: (1) funding the engineering, real estate, construction, and capital administration costs for the Project; and (2) operating and maintaining the Project upon Substantial Completion.

1.02 This Agreement shall commence upon City Council approval and the execution date of the last signatory party to the Agreement and shall end one year after Substantial Completion of the Project.

1.03 The City has the duty to maintain the Project and to enforce warranties, except the Contractor's one-year warranty. These duties survive the termination of this Agreement.

ARTICLE II
DEFINITIONS

2.01 Substantial Completion is the date, certified by the County, County's design professional and the City's Designated Representative, as stated in Article VII, that the contractor has reached that stage of completion when the City and the County accept use of the Project for its intended purpose, even though there are "punch list" items that are not completed.

ARTICLE III
FINANCIAL COMMITMENT

3.01 City shall pay a lump sum amount of **TWO HUNDRED ELEVEN THOUSAND, SIXTY ONE DOLLARS AND THIRTY THREE CENTS ($211,061.33)** to the County for the Project (referred to as "City's Contribution").

3.02 **TWO HUNDRED ELEVEN THOUSAND, SIXTY ONE DOLLARS AND THIRTY THREE CENTS ($211,061.33)** is the total maximum City budget commitment to the Project, as set forth in the Project Cost Estimate and Funds Committed by City attached and incorporated as Exhibit "A." City funding shall be used for the engineering, real estate, construction, and capital administration costs for the Project. If the City and County approve scope modifications to the Project, the break out of costs shown in Exhibit A may be modified so long as the maximum City budget commitment is not increased. No other funds shall be available from City for the Project.

3.03 County will be responsible for all costs for the County's LC-6 Project through Substantial Completion.

3.04 Following Substantial Completion of the Project, City shall be responsible for all costs associated with operating, maintaining, and repairing the Project and County shall have no further financial obligation; however, the County shall continue to be responsible for project management and administration for "punch list" issues through final acceptance and the Contractor's one-year warranty period.

ARTICLE IV
OBLIGATIONS OF COUNTY

4.01 Pursuant to this Agreement, County shall perform and provide the following:

a. County shall oversee and manage the construction of the Project. Final construction documents for the Project shall be provided to City for review and approval.

b. County shall manage the staging of construction and all necessary street closure during construction.

c. County shall enforce the Contractor's one-year warranty.

d. County shall serve as project manager and administrator for the Project through Substantial Completion including responsibility for contract administration of third party contracts, except for warranty issues outside of the Contractor's one-year warranty. Contract administration is limited to third party contracts executed by County in conjunction with the Project.

e. County shall identify all affected utilities, protect utilities during construction, and coordinate utility relocation, if necessary.

f. County shall acquire fee interest and/or easement rights necessary for the Project.

g. County will conduct public meetings, as needed, to advise adjacent landowners of the scope of the Project and to determine landowners' concerns and provide notice to City staff and Council offices at least seventy two (72) hours in advance of the public meetings.

h. County will provide project presentations and updates on the Project to all necessary City staff and City Council Offices, as requested by City's Designated Representative, and attend City Council meetings, as requested, to provide briefings on the Project.

i. County shall obtain warranties from contractors and the right to transfer the warranties to City upon Substantial Completion. The Contractor's one-year warranty will not be transferred to the City.

j. County shall transfer fee interests, easements, and warranties to City upon Substantial Completion. The Contractor's one-year warranty will not be transferred to the City.

k. The Project will be designed and constructed to meet the City of San Antonio Unified Development Code and City of San Antonio Capital Improvements Management Services Design Guidance Manual.

l. If the Project is constructed under the regulations of the United States Army Corps of Engineers (USACE), Texas Commission on Environmental Quality (TCEQ) or other Federal/State regulatory agency, at the time the property is transferred to the City, the terms and conditions of the required permit, including any special conditions, will be transferred to the City after the one-year warranty period of the Project.

m. County will provide project electronic files (i.e. hydrologic and hydraulic models, shapefiles, CAD, etc.) to all necessary City staff.

n. In addition to the requirements of Article XVIII, County promptly shall furnish City's Project Manager with copies of all legal notices received by County affecting the Project including, without limitation, notices from governmental authorities, and notices from any party claiming default in any payment obligation and any other notice not of a routine nature. County promptly shall give notice under Article XVIII herein of any suit, proceeding or action that is initiated or threatened in connection with the construction of the Project or against County and/or City in connection with construction of the Project.

ARTICLE V
OBLIGATIONS OF CITY

5.01 Pursuant to this Agreement, City shall perform and/or provide the following:

a. City shall provide funding for Project no later than thirty (30) days after the last signatory has approved this Agreement.

b. City is responsible to provide maintenance for the Project after Substantial Completion.

c. The City shall review plans, specifications and other submittals, including Preliminary (Engineering/Report), Design Phase (Intermediate/Final) and the Final Submittal. County Project Director shall deliver to City's Designated Representative one (1) paper and one (1) Adobe Acrobat PDF file copy of each of the plans, specifications, and other submittals for review and approval. If the plans and/or specifications, in City's determination, require modifications, corrections, alterations or additions, City's Designated Representative shall notify County's Project Director in writing within thirty (30) business days of receipt of the documents detailing the modifications necessary. County shall incorporate City's modifications unless County is not in agreement that the modifications are necessary. In such case, the Parties, their staff, and third party consultants, if requested, shall meet to make a final determination regarding the City's modifications. If no comments are received by the County within thirty (30) business days, County will proceed with the understanding that the City has approved the submittals as presented.

d. City has a duty to provide general oversight of the work performed by County, and third parties hired by County, on the Project and to provide written acceptance from City's Designated Representative of project work in accordance with the terms herein.

e. City staff shall attend each of the public meetings conducted by County on the Project to represent City's role in the Project. City should refer citizens with concerns regarding the Project to County's Project Director unless the issues pertain to City's past obligations for the existing drainage improvements or for future maintenance and repair of the Project's improvements.

f. As part of City's advisory and oversight role in the Project, City will provide County with prompt written notice whenever City staff observes, or otherwise becomes aware of: (i) any defect in the project design or construction; (ii) any defect in the work performed by the County and/or consultants; or (iii) any development that adversely affects the scope or timing of the Project.

g. City will assist County, when requested, in obtaining approvals and permits from governmental authorities having jurisdiction over the Project including providing any supporting documentation in City's possession which would aid County in preparing permit applications.

h. City shall provide County with data in the possession of City pertaining to the watershed within which the Project is located (i.e., maps, plans, field notes, statistics and computations).

i. Upon written request, the City shall allow County to enter and remain on any land owned by City, or land which City owns an interest or a right, so that County can fulfill its duties pursuant to this Agreement.

j. City shall provide written acceptance of the improvements at Substantial Completion.

k. City shall provide normal maintenance outside the scope of the construction activity within the construction sites.

l. City shall provide public work response (equipment and personnel) to emergencies caused by heavy rains, flooding, wind or storms.

5.02 City shall support the County when advising the appropriate City offices and departments about the Project and update those offices and departments regarding the status of the Project as the City determines is necessary.

5.03 City shall accept transfers of fee interests, easements, and warranties upon Substantial Completion. The Contractor's one-year warranty will not be transferred.

5.04 During the warranty period, City shall maintain the property according to written instructions provided by the contractor and the County so that warranties are not voided and City shall meet on a quarterly basis during the warranty period with County and contractor to address any warranty and maintenance issues. Failure to meet does not waive City's responsibility to maintain the property.

ARTICLE VI
JOINT OBLIGATIONS OF THE PARTIES

6.01 The Parties have agreed upon the design and construction of the Project improvements to be integrated into the County's LC-6 Project.

ARTICLE VII
DESIGNATION OF REPRESENTATIVES

7.01 City hereby appoints the Director of Transportation and Capital Improvements/City Engineer, or his/her designee, (hereafter referred to as "City's Project Manager"), as its designated representative under this Agreement. City's Project Manager shall be the primary point of contact for the Project.

7.02 County hereby appoints the Director of the Public Works Department, or his/her designee,

(hereafter referred to as "County's Project Manager"), as its designated representative under this Agreement. County's Project Manager shall be the primary point of contact for County.

ARTICLE VIII
CITY'S RIGHTS UNDER THIRD PARTY CONTRACTS

8.01 County shall provide City with copies of any requests for proposals ("RFPs"), requests for qualifications ("RFQs"), and invitations for bids ("IFBs") at a minimum of ten (10) business days prior to the issuance of same in order that City may have the opportunity to modify the terms, or incorporate additional terms, pertaining to the Project. City shall submit its modifications to those documents at a minimum of five (5) business days prior to issuance of same by County. All RFPs, RFQs, and IFBs shall reflect that City is a third party beneficiary to contracts entered into by County on the Project. Copies of all proposals and bids shall be furnished by County to City within a timely manner following County's receipt of all proposals and bids in order that City may have adequate time to review same. City may attend, if City desires, County meetings for review and evaluation of the proposals and bids.

8.02 City agrees that County shall have the authority to contract on behalf of the Parties for all services necessary for the design and construction of the Project.

8.03 County shall provide City with a fully executed copy of each contract entered into by County for the Project.

8.04 The Project contracts entered into by County shall include provisions reflecting:

a. With regard to insurance coverage, County shall require all consultants, sub-consultants, contractors, subcontractors and suppliers to maintain the insurance coverage limits set out in the written notice to City's Designated Representative. A summary of project costs and project description also will be required. City shall be named as an additional insured on all policies naming County as an additional insured and shall be entitled to make claims, to the extent of City's interest in the Project, under all insurance coverage. Prior to the commencement of any work by any service provider, vendor, contractor, subconsultants or subcontractor under this Agreement, County shall provide City's Designated Representative with copies of the completed Certificates of Insurance which Certificates completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. City shall have no duty to pay for any services or work performed under this Agreement until the Certificates of Insurance relating to the services or work for which payment is being requested have been delivered to City's Designated Representative. City reserves the right to review the insurance requirements during the effective period of this Agreement, any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by City's Designated Representative, based upon changes in statutory law, court decisions or circumstances surrounding this Agreement. County shall not allow any modifications whereupon City may incur increased risks.

b. County shall require all contractors and service providers, including but not limited to all sub-consultants and subcontractors, to maintain statutory worker's compensation insurance for all of their employees with a waiver of subrogation in favor of City and County.

c. County shall require in its contracts for services, construction and materials that the contracting parties, along with all sub-consultants and subcontractors, indemnify County and City, their officials, employees and agents for claims by third parties, as allowed by law.

d. County shall require all consultants, sub-consultants, contractors, and subcontractors to provide all statutorily required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, County shall determine whether to require performance bonds.

e. County shall state in all agreements with third-parties that City is a third-party beneficiary to the agreement.

ARTICLE IX
PROJECT MANAGEMENT DURING CONSTRUCTION

9.01 County shall manage, oversee, administer and carry out all of the activities and services required for construction of the Project to insure that the Project is constructed, equipped, furnished and completed with new materials in a good and workmanlike manner and in accordance with the terms of this Agreement and the design and construction documents.

9.02 County shall enforce Substantial Compliance with the terms of the agreements with the contractors and subcontractors 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.

9.03 Upon approval of this Agreement by the governing bodies of the Parties, the Parties' respective Directors shall schedule a meeting to finalize the team structure and develop the procedures and processes necessary to coordinate design and construction in accordance with the standard business practices of those disciplines.

9.04 County's Project Manager shall provide written notice to City's Project Manager a minimum of ten (10) business days prior to the issuance of a Notice to Proceed for the start of construction on the Project. County's Project Manager shall provide City with written notice a minimum of five (5) business days prior to any street or sidewalk closures.

9.05 Within thirty (30) business days following Substantial Completion of construction of the Project, County shall:

a. notify City in writing upon the Substantial Completion of construction, whereupon City may inspect the completed work to determine if construction has been completed in a satisfactory and workmanlike manner and substantially completed in accordance with the plans and specifications for such work.

b. submit all permits and inspection reports and, if applicable, obtain a Final Acceptance Letter and submit a copy of each of these documents to the City.

c. submit "record" drawings to City, along with copies of all warranties and operations documents.

9.06 Both County and City shall participate in a walk through at the point of Substantial Completion of the Project to identify the punch list items. County shall supervise and coordinate the completion of punch list items and warranty work. Both Parties shall participate in a final walk through to determine whether all punch list items have been resolved.

9.07 For information purposes, County shall provide City's Project Manager, as and when available, the schedule for permitting, design and construction of the Project. City shall be furnished said schedule when revised from time to time throughout the duration of the Project. The schedule(s) shall establish a date for Substantial Completion of each phase in sufficient detail to allow City to monitor the progress of the construction of the Project.

9.08 Within one hundred eighty (180) days after final completion of the Project, County shall deliver to City's Project Manager a final construction report which shall set out the total costs incurred in connection with those portions of the Project for which both County and City made financial contributions.

9.09 County shall maintain the books, records and documents pertaining to those portions of the Project for which County and City have joint participation. City representatives shall have access to and the right to examine same, upon reasonable notice to County's Project Manager. County's books, records and documents relating to the Project must be maintained separately from other County projects so that an examination by City representatives shall be limited to the documents for this Projects.

9.11 City and County staff shall hold periodic conferences with third party consultants and contractors throughout the term of the Project in order that County and third party consultants and contractors may benefit from experience and knowledge of the City and in order that the work is performed in compliance with current City policies and standards.

9.12 For future meetings between County staff and project consultants, County shall provide City with written (e.g.: letter, e-mail, or fax) notice at least seventy-two (72) hours in advance, of the location, date, and time of all meetings in order that City representatives may participate in the meetings.

9.13 During the construction phases of the Project, City's Designated Representative shall be given written notice of all County staff meetings affecting the Project in order that City may participate in decisions. City's Designated Representative and City staff participating in the Project shall be given access to the Project site at all times.

9.14 County's consultants shall perform all necessary structural and environmental assessments and any and all necessary tests, reports, and other pre-construction steps deemed necessary by County prior to the start of construction.

ARTICLE X
DEFAULT

10.01 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 thirty (30) days to cure the breach. If the breach is not corrected to the reasonable satisfaction of the non-breaching party by the end of the thirty (30) day period, the non-breaching party may give written notice of termination of this Agreement to the breaching party and seek to recover damages not to exceed the amount paid by the non-breaching party for the Project.

ARTICLE XI
TERMINATION FOR CONVENIENCE

11.01 Whenever either Party, in its sole discretion, deems it to be in that Party's best interest, it may terminate this Agreement for convenience. Such termination shall be effective thirty (30) days after the terminating Party delivers written notice of termination of convenience to the other Party. If the Agreement is terminated by a Party prior to completion of the construction of the Project, after payment of any unpaid obligations for completed work, County shall refund to City any remaining portion of City's Contribution. The Parties shall have no additional liability to one another for termination under this Article XI.

ARTICLE XII
PRIOR AGREEMENTS SUPERSEDED

12.01 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 XIII
ASSIGNMENT OR TRANSFER OF INTEREST

13.01 Neither Party may 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 XIV
LEGAL CONSTRUCTION

14.01 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 XV
COMPLIANCE WITH LAWS AND ORDINANCES

15.01 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 XVI
TEXAS LAW TO APPLY

16.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XVII
AMENDMENT

17.01 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 XVIII
NOTICES

18.01 All notices required to be given under this Agreement shall be in writing and either shall 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, unless a provision of this Agreement designates another party and provides a different address. 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 County: Bexar County Judge
Bexar County Commissioners Court
Paul Elizondo Tower
101 W. Nueva, Suite 1019
San Antonio, Texas 78205

With a copy to: Director of Public Works
233 N. Pecos, Suite 420
San Antonio, Texas 78207

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

With a copy to: Director of Transportation and Capital Improvements/City Engineer
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

ARTICLE XIX
FORCE MAJEURE

19.01 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 Article XIX, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

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ARTICLE XX
MULTIPLE COUNTERPARTS

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

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS _____ DAY OF _____, 2015.

CITY OF SAN ANTONIO

By: _____
SHERYL SCULLEY
City Manager
Date: _____

ATTEST:

_____
LETICIA VACEK
City Clerk

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF
County Judge
Date: _____

ATTEST:

_____
GERRY RICKHOFF
County Clerk

APPROVED AS TO FORM:

_____
MARTHA SEPEDA
City Attorney

APPROVED AS TO LEGAL FORM:

NICHOLAS "NICO" LAHOOD
Criminal District Attorney
Bexar County, Texas

_____
JILL TORBERT
Assistant Criminal District Attorney–Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
SUSAN YEATTS
County Auditor

_____
DAVID SMITH
County Manager

APPROVED:

_____
RENEE D. GREEN, PE
Director of Public Works/County Engineer

Exhibit "A"
Project Cost Estimate and Funds Committed by City

Interlocal Agreement for the Prue Road at French Creek project			
City of San Antonio			
Cost Category	**West Extension**	**East Extension**	**Total**
Construction*	**$ 69,009.35**	**$ 72,275.65**	**$ 141,285.00**
Design	$ 27,299.34	$ 19,358.22	$ 46,657.56
Real Estate	$ 7,727.27	$ 1,263.00	$ 8,990.27
Capital Administration (10% of Cons)	$ 6,900.94	$ 7,227.57	$ 14,128.50
	$ 110,936.90	$ 100,124.44	$ 211,061.33
	Total City of San Antonio Contribution =		**$ 211,061.33**

*CoSA contribution for construction cost of West Extension includes a reduction for County items that are part of the original design.