

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT
CORPORATION AND THE CITY OF NEW BRAUNFELS, TEXAS**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL	§	

THIS CONTRACTUAL AGREEMENT (the "Agreement") is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "EDC", acting by and through its duly authorized officers, and the City of New Braunfels, Texas, a Texas municipal corporation, hereinafter called "CITY," acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

II.

NOW THEREFORE, under the authority granted to the EDC by §501.103 of the Texas Local Government Code and upon the recommendation of the EDC which occurred on August 3, 2023, the City Council of New Braunfels, Texas on **July 10, 2023** approved the EDC's determination that an amount up to \$1,308,404 be allocated to the CITY for costs associated in a professional services agreement with KCI Technologies, Inc., for the Final Design of the Kohlenberg Road project. Said funds shall be provided by EDC to the City under the following conditions:

- (1) Up to \$1,308,404 of the funds shall be allocated from sales tax funds by the EDC to CITY to pay a portion of the costs associated with project management, topographic surveying, design survey, geotechnical borings and invest, utility coordination, roadway design, drainage design, signing, pavement marking and signalization, miscellaneous roadway design, permitting, driveway surveying,

retaining wall layout, subsurface utility engineering, roadway alignment, and drainage alignment.

- (2) The total of \$1,308,404 of EDC funds, or parts thereof, shall be distributed to CITY within thirty (30) days after receiving an invoice;
- (3) CITY shall at all times comply with the ordinances of City of New Braunfels and the laws of the State of Texas; and
- (4) All funds received by CITY from EDC as herein provided shall be expended solely for the purposes stated herein.

III.

In the performance of this contract, CITY shall not discriminate against any person because of his/her race, color, religion, national origin, sex, disability or ancestry. Breach of this covenant may be regarded as a material breach of the contract causing its termination.

IV.

It is expressly understood and agreed by both parties hereto that each acts independently of each other, and neither has the authority to bind the other or to hold out to a third party that it is the authority for the other. The parties hereto understand and agree that the City shall not be liable for any claims, which may be asserted by any third party occurring in connection with the performance of the EDC.

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal agent, joint ventures or any other similar such relationships, between the parties hereto.

V.

Employment of Undocumented Workers. During the term of this Agreement, CITY agrees not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec. 1324a(f), the CITY shall repay the amount of the Grant and any other funds received by the CITY from the EDC as of the date of such violation within sixty (60) days after the date the CITY is notified by the EDC of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected

by the EDC) as its prime or base commercial lending rate, from the date of such notice until paid.

VI.

All communications between EDC and CITY shall be addressed to the President of the New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130 with a copy being sent to the President of the EDC at his/her residential or business address. Any communication to the CITY shall be addressed to the City Manager, 550 Landa Street, New Braunfels, Texas 78130.

VII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

VIII.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties relative to the funds made the basis hereof, and any other written or oral agreement with the EDC being expressly waived by CITY.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this ____ day of _____, 2023.

CITY OF NEW BRAUNFELS
ECONOMIC DEVELOPMENT CORPORATION

By: _____
Kathy Meurin, *President*

Date: _____

By: _____
Stuart Hansmann, *Corporate Secretary*

Date: _____

CITY OF NEW BRAUNFELS, TEXAS

By: _____

Robert Camareno, *City Manager*

Date: _____

ATTEST:

By: _____

Gayle Wilkinson, *City Secretary*

Date: _____

APPROVED AS TO FORM:

By: _____

Valeria Acevedo, *City Attorney*

Date: _____