

**INTERLOCAL AGREEMENT FOR DEVELOPMENT OF LAND
LOCATED WITHIN EULESS AND BEDFORD**

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on this ___ day of _____, 2015, by and between the City of Euless, Texas (“Euless”) and the City of Bedford, Texas (“Bedford”). Euless and Bedford are collectively referred to herein as the cities.

W I T N E S S E T H:

WHEREAS, this interlocal agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, Euless and Bedford share a common boundary and parcels of land lying on the boundary present unique development challenges and economic development opportunities; and

WHEREAS, certain properties located along the common boundary of Euless and Bedford are proposed to be developed as a unified development (the “Unified Development”) and the cities’ desire to promote the health and safety of their citizens and the safe, orderly and healthful development of the cities by coordinating the development of such properties; and

WHEREAS, the cities acknowledge that both have significant public responsibilities relative to providing public services to the properties to be developed; and

WHEREAS, each city acknowledges that the performance of the governmental functions and the payment for the performance of such governmental functions pursuant to this agreement shall be from current revenues available to that city; and

WHEREAS, the governing body of each city finds that the performance of this agreement is in the common interest of all parties, and that the division of costs fairly compensates the performing party for the services or functions performed under this interlocal agreement.

FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties do hereby agree as follows:

I.

APPLICABILITY

- 1.1 The properties to be developed as the Unified Development along the common boundary of Euless and Bedford encompass approximately fourteen and one-half (14.5) acres with approximately six (6) acres located in Bedford and approximately eight and one-half (8.5) acres located in Euless, as depicted and shown in Exhibit "A" (the "Land"). This Agreement applies to the development of the Land as a Unified Development with a portion of the development in each city.
- 1.2 This document is intended to facilitate communication and cooperation, and describe duties and responsibilities between the two cities in matters relating to platting, zoning, sales tax revenues, property tax, infrastructure, building plans review, permits, inspections, law enforcement, fire protection and prevention, and other matters that arise concerning the Unified Development of the Land. The cities agree to take all actions necessary and appropriate to carry out the terms and provisions of this Agreement and to assist each other in carrying out the terms and provisions of this Agreement.

II.

Governmental Functions and Responsibilities

- 2.1 Euless and Bedford hereby agree to consult and cooperate when the owners of the Land seek to develop the Land as the Unified Development. Each city will designate a project coordinator to maintain communication and provide assistance for the development.
- 2.2 Bedford hereby agrees to grant approval for the access points/drive entries onto Cheek-Sparger Road from the Land at the approximate locations as shown on Exhibit "B".
- 2.3 Each city shall retain full sovereign authority for zoning applications for that portion of the Land within its corporate limits. The cities shall cooperate in coordinating the processing of zoning applications that will be compatible with the other city's development requirements.
- 2.4 Each city shall retain full sovereign authority for subdivision plat applications for that portion of the Land within its corporate limits. A single plat document may be presented for review by both cities clearly depicting the portions of the Land located in each city. Such document shall comply with each city's subdivision regulations, having due regard for the other city's public infrastructure requirements. The cities shall cooperate in assuring adequate public facilities for both cities shall be provided. This Agreement shall not affect the authority of either city to process the plat in accordance with that city's ordinances and the laws of this state.

- 2.5 The two cities have determined, based on the location of the improvements proposed, to assume the following responsibilities related to construction of the overall Unified Development:
- A. The construction of the new drive entries onto Cheek-Sparger Road shall be in full compliance with all of Bedford's development standards. The developer shall submit any proposed drive entry construction plans to Euless for review and approval. Euless will coordinate review, approval and inspection with Bedford.
 - B. Other than compliance with the terms of this agreement, the construction of the proposed commercial development on the Land shall be in full compliance with all applicable standards of Euless. The developer shall submit the proposed civil and building construction plans to Euless for review and approval. Euless will be responsible for all construction inspection.
- 2.6 Unless otherwise specified in this Agreement, neither city will be obligated to pay for infrastructure costs necessary due to the development.
- 2.7 Euless hereby agrees to provide police, fire and emergency medical services to the Land including, but not limited to first responder services pursuant to 9-1-1 calls, routine police patrols, investigative services, fire suppression, EMS responses and rescues, fire inspections, fire code enforcement, public education, emergency management and other services typically provided by the Euless police and fire departments.
- 2.8 Pursuant to Section 29.003(i) of the Texas Government Code, the Euless municipal court is hereby given original jurisdiction of cases within the jurisdiction of the Euless municipal court that arise on the Land.
- 2.9 Euless hereby agrees to provide Certificate of Occupancy issuance, Health Licensing, and other such related permits and licenses, including all necessary inspections.

III. Revenue

- 3.1 Each city shall retain applicable zoning, platting, impact, and inspection fees typically charged development within the respective city. Such fees are not subject to the revenue sharing provisions of this Agreement. Euless agrees to share equally all building permit fees received from the Unified Development. The cities agree to coordinate fees to avoid possible double charges to the Unified Development. The cities may arrange to have one city collect a fee and reimburse the other city for its share of the fee.

- 3.2 The two cities agree to share the two percent (2%) sales and use tax revenues generated by the Unified Development of the Land, net of any economic incentive agreements, on the following basis:

Eules: 50% Bedford: 50%

Shared sales taxes shall be based on the two percent (2%) sales and use tax collected from businesses within the Unified Development.

- 3.3 Bedford agrees to authorize the State Comptroller of Public Accounts to allow businesses within the Unified Development to remit sales and use taxes to Eules. Eules shall collect all the sales and use tax revenue generated by the Unified Development of the Land. After receipt of the sales and use tax revenue and report from the State Comptroller of Public Accounts, Eules shall pay Bedford its portion of the sales and use tax revenue on a quarterly basis. Such payment shall be made within ninety (90) days following each calendar quarter. The cities agree to seek assistance of the State Comptroller of Public Accounts in the collection and allocation of the sales and use tax revenue in accordance with this Agreement. Eules agrees to request a waiver from tenants generating sales and use tax within the Land to allow Bedford to verify sales and use tax information. Should the City of Eules enter into a sales tax rebate agreement with a business in the Unified Development, language shall be added to the agreement allowing for the release of all sales tax filings and reports to the City of Bedford.
- 3.4 In the event the State Comptroller of Public Accounts does not allow Eules to collect all of the sales and use tax revenue from the Unified Development on the Land, each city agrees to pay the other on a quarterly basis after receipt of the applicable sales and use tax revenue and report from the State Comptroller of Public Accounts as required to accomplish the agreed upon allocation of the two percent (2%) sales and use tax revenue.
- 3.5 Each city shall collect ad valorem taxes applicable to the portion of the Land within the city limits of such city. The cities agree to report the amount of ad valorem taxes collected from the Unified Development of the Land to each other annually and to allocate the total proceeds on the following basis gross of any rebates:

Eules: 50% Bedford: 50%

By way of example: if Bedford collects \$100 and Eules collects \$200, Eules agrees to remit to Bedford \$50. ($\$300 \times 50\% = \150 , less $\$100$ collected = $\$50$).

All ad valorem tax calculations for revenue sharing purposes will be calculated on a gross basis as it relates to any economic incentive agreements unless otherwise agreed by Bedford.

3.6 All shared revenue, excluding sales and use tax revenue, will be remitted within ninety (90) days following the close of the fiscal year.

**IV.
Term**

This Agreement shall begin on the date first written above and shall continue in full force and effect unless terminated earlier in accordance with this Agreement.

**V.
Termination**

This Agreement may be terminated by mutual agreement of the parties.

**VI.
Notices**

All written notices or documentation called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City of Euless:

City of Euless
Attn: City Manager
201 N. Ector Drive
Euless, TX 76039

City of Bedford:

City of Bedford
Attn: City Manager
2000 Forest Ridge Drive
Bedford, Texas 76021

**VII.
Immunity**

It is expressly understood and agreed that in the execution of this Agreement, neither city waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

**VIII.
Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IX.
Applicable Law

This Agreement is entered into subject to the City Charter and Ordinances of the cities of Euless and Bedford, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law. Situs of this Agreement is agreed to be Tarrant County, Texas, for all purposes including performance and venue.

X.
Entire Agreement

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XI.
Non-Waiver

It is further agreed that one or more instances of forbearance by Euless or Bedford in the exercise of its rights herein shall in no way constitute a waiver thereof.

XII.
Authorization

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

EXECUTED on the date first written above.

CITY OF EULESS, TEXAS

Printed Name: Loretta Getchell
Title: City Manager

ATTEST:

Kim Sutter
City Secretary

CITY OF BEDFORD, TEXAS

Printed Name: _____
Title: _____

ATTEST:

Michael Wells
City Secretary

EXHIBIT "A"

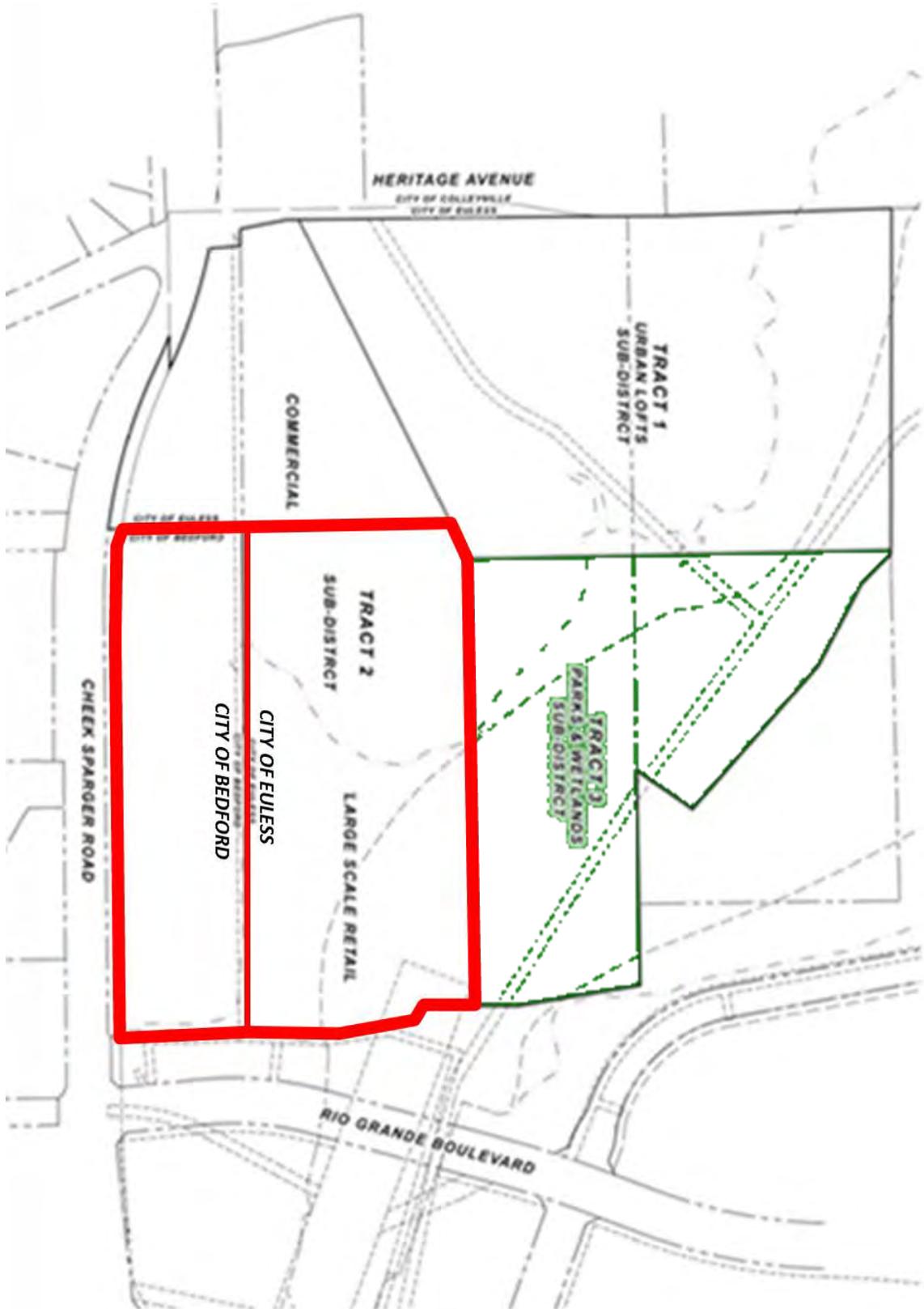


EXHIBIT "B"

