

DONATION AGREEMENT

Through this Donation Agreement (“Agreement”), Capitol Aggregates, Inc. (“CA”) awards to the City of San Antonio (“City”) a donation in the aggregate amount of \$50,000 (“Donation”). The Donation is payable to and will be used by the City as outlined in this Agreement. In furtherance of the Donation, the City and CA agree to the following:

1. DONATION PURPOSES; PAYMENT

CA agrees to provide and the City agrees to accept \$50,000 for the purpose of making improvements to Project includes replacement of existing asphalt pavement with concrete pavement (“Project”). The funds will be provided to the City no later than June 2017.

2. THE PROJECT

The City shall work with CA to determine the scope of the Project and shall use the funding provided under this Agreement for any Project-related purposes determined necessary by City and CA.

3. TERM

The term of this Agreement commences May 24, 2017 and will terminate upon final completion of the Project, unless terminated sooner under this Agreement.

4. TIMELINE AND PROJECT CHANGES

Following receipt of funding under this Agreement, the City will provide CA with a preliminary timeline for work related to the Project. The City will notify CA of any changes to the Project timeline or scope.

5. PARTY REPRESENTATIONS

Each party represents to the other that it has the requisite authority to enter into this Agreement and to perform its obligations and that none of the foregoing actions will conflict with or constitute on its part a breach of or default under any applicable law, court or administrative decision, regulation, decree, order, agreement, mortgage, lease, or instrument to which it is a party or is otherwise governed. In addition, the parties are not, to the best of their knowledge, aware of any applicable Texas law that would impair their ability to enter into and perform its obligations under this Agreement.

6. LIABILITY

Each party shall be responsible for its own actions and those of its employees and/or persons acting by or on its behalf arising from such activities while carrying out the purpose and objectives of this Agreement.

Each party agrees to have sufficient insurance or sureties to cover the obligations

assumed under this Agreement arising from accomplishment of those obligations.

CA understands and acknowledges that City is a political subdivision of the State of Texas and is subject to, and complies with the applicable provisions of the Texas Tort Claim Act, as set out in the Civil Practice and Remedies Code, Section 101.001, et. seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

7. AMENDMENTS

This Agreement may only be amended or supplemented in writing and executed by the Parties. The City Manager is authorized to execute any amendments, unless they require financial obligations on the part of the City, in which case the approval of City Council may be required.

8. GOVERNING LAW

This Agreement is governed by the laws of the State of Texas and is enforceable in Bexar County, Texas. Venue for any action resulting from this Agreement shall be in the courts of Bexar County, Texas.

9. MISCELLANEOUS

This Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which constitute one and the same agreement. This Agreement represents the entire agreement of its subject matter and is made solely for the benefit of its parties. The obligations of the parties made under this Agreement represent obligations of each respective entity and no personal liability of any principal, representative, director, donor, or employee of any entity will arise as a result of this Agreement.

This Agreement is entered into by the Parties to be effective the 24th day of May, 2017.

CITY OF SAN ANTONIO

Mike Frisbie, P.E.
TCI Director, City Engineer

David Disbrow
Chief Operating Officer

APPROVED AS TO FORM

City Attorney