

STATE OF TEXAS § **INTERLOCAL AGREEMENT FOR**
COUNTY OF § **NOMINATING GREATCALL, INC., TO**
BEXAR § **THE OFFICE OF THE GOVERNOR**

THIS INTERLOCAL AGREEMENT (hereafter referred to as "the Agreement" or "this Agreement") for nominating **GreatCall, Inc.**, a Delaware Corporation, authorized to do business in Texas ("GreatCall") as an Enterprise Project pursuant to nomination and application made by the County of Bexar, Texas to the Office of the Governor. This Agreement is by and between the **City of San Antonio, Texas**, a Texas Home Rule Municipality (hereafter referred to as the "**CITY**") and the **County of Bexar**, a political subdivision of the State of Texas (hereafter referred to as the "**COUNTY**"), acting by and through its officers, hereto duly authorized. CITY and COUNTY singularly or collectively shall be referred to herein as "Party" or "the Parties." This Agreement is entered into by the CITY and the 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, the Commissioners Court of the COUNTY previously adopted an order after a public hearing held on February 21, 2012 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this resolution are the same on this date as were outlined therein;

WHEREAS, the order so adopted was filed with the Bexar County Clerk and can be located at Volume 902, page 376 therein, a copy of which is attached hereto;

WHEREAS, the Parties are requesting the Office of the Governor Economic Development and Tourism through the Economic Development Bank will consider GreatCall, authorized to do business in Texas, located at 9810 State Hwy 151, San Antonio, TX 78251, as an Enterprise Project pursuant to nomination and application made by the COUNTY;

WHEREAS, the COUNTY desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises and to provide employment to residents of the County; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act (the "Act"), GreatCall has approached the COUNTY for nomination as an Enterprise Project;

WHEREAS, GreatCall is a "qualified business," as defined in Section 2303.402 of the Act, and meets the criteria for designation as an enterprise project, as set forth in Section 2303 of the Act;

WHEREAS, the CITY has jurisdiction of the territory in which the nominated project

will be located and is the governmental body having administration authority under Section 2303.201 of the Act and both Parties approve the nomination; and

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

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to comply with the legal requirements of the Act of the Texas Government Code. The CITY is approving the nomination of GreatCall by the COUNTY as required by the Act, but is not utilizing one of its nominations to nominate GreatCall.
- 1.02 The CITY is the governing body which has the administration authority under Section 2303.201 of the Act, which states that the governing body of an enterprise zone is the governing body of the municipality or county with jurisdiction over the area designated as an enterprise zone.
- 1.03 Both the COUNTY in which the project or activity is located and the CITY in whose jurisdiction the project or activity is located approve the nomination of the GreatCall.

ARTICLE II
TERM

Except as otherwise provided herein, this Agreement shall commence upon the execution date of the last signatory party to the Agreement, and shall end upon five years from the date GreatCall is designated as an Enterprise Project.

ARTICLE III
MULTIPLE COUNTERPARTS

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.

-----*Signatures to follow*-----

EXECUTED IN TRIPLICATE ORIGINALS, each of which shall have the full force and effect

of an original, on this _day of _____, 2019.

CITY OF SAN ANTONIO

By: _____
ERIK WALSH
City Manager

ATTEST:

LETICIA VACEK
City Clerk

APPROVED AS TO FORM:

City Attorney

COMMISSIONERS COURT AUTHORIZATION

This Agreement was approved by Order of the Commissioners Court dated _____, 2019 authorizing the County Judge to execute this Agreement on behalf of COUNTY. IN WITNESS WHEREOF, this Agreement is executed in triplicate originals effective this _day of _____, 2019.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF
County Judge

APPROVED AS TO LEGAL FORM:

Criminal District Attorney
County of Bexar, Texas

By: _____

GERARD CALDERON
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS,
County Auditor

DAVID SMITH
County Manager

APPROVED:

DEBORAH CARTER
Executive Director, Economic and Community Development