COUNTY ROAD 33 WIDENING PROJECT
INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF CORPUS CHRISTI &
NUECES COUNTY

THE STATE OF TEXAS §

COUNTY OF NUECES §

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made by and between the CITY OF CORPUS CHRISTI, TEXAS ("**City**"), a Texas municipal corporation and home-rule city, acting by and through its duly authorized City Manager or designee upon authority of its governing body, the Corpus Christi City Council and NUECES COUNTY, TEXAS ("**County**"), acting by and through its duly authorized County Judge or designee upon authority of its governing body, the NUECES COUNTY COMMISSIONERS COURT, pursuant to and in accordance with the provisions of Chapter 791, as amended, Texas Government Code.

WITNESSETH

WHEREAS, for the mutual benefit of the parties and the residents of the City and County, the City and County desire reconstruction of County Road 33 to widen to 20 feet base material where right of way permits ("Project,");

WHEREAS, Texas Government Code Section 791.028 authorizes the City and County to enter into this Agreement;

WHEREAS, the County has expressed an interest in reconstructing and widening county road 33; and

WHEREAS, the City has expressed an interest in contributing to construction and annexing County Road 33.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the City and the County do agree as follows:

AGREEMENT

SECTION 1. PURPOSE FOR PARTICIPATION.

For the mutual benefit of the parties and the residents of the City of Corpus Christi and Nueces County, Texas, City and County desire to outline the terms by which each party will contribute to the Project.

SECTION 2. OBLIGATIONS OF CITY AND COUNTY.

For and in consideration of the covenants and agreements of the parties set forth herein, City and County agree to participate in the reconstruction and widening of the 2,200 linear feet of County Road 33, starting from Farm to Market Road 43 northerly.

SCANNED

(1) Funding. City agrees to pay $185,500 to the County for construction costs associated with the reconstruction and widening of County Road 33, starting at FM 43 northly 2,200 linear feet to the width of 20 feet base material where right-of way permits.

(2) Construction. The County will reconstruct 2,200 linear feet of County Road 33 north of FM 43. The County will construct County Road 33 to the width of 20 feet base material where right-of way permits. County will construct County Road 33 to City specification for City Rural roads. (8" base with 2 course chip seal)

(3) Payment Dates. County shall invoice City for $185,500 upon completion of the 2,200 linear feet of County Road 33 at 20 feet wide base material. City will pay County within 30 days from the date of receipt of County's invoice.

SECTION 3. ACCEPTED PUBLIC STREETS AT TIME OF ANNEXATION BY CITY.

The City will maintain and repair County Road 33 north of FM 43 at the time of annexation by the City.

SECTION 4. ANNEXATION

The City agrees to annex County Road 33 north of FM 43 upon completion of reconstruction. County agree to petition and consents to annexation of County Road 33 north of FM 43 per Texas Government Code § 43.1055.

SECTION 5. TERM OF AGREEMENT.

The term of this Agreement shall be from the date signed and authorized by the parties until final completion of the Project. This Agreement may be extended upon written agreement of the parties; however the parties hereby agree to automatically extend this Agreement beyond the Term for as long as necessary if delays or problems in the Project occur.

SECTION 6. MISCELLANEOUS.

a) Payments. Any payment made by either party hereto for any of the services provided pursuant to this Agreement shall be made out of current revenues available to the County and City as required by Chapter 791, Texas Government Code, or any other manner permitted by law, as permitted by and in accordance with Section 791.028, as amended, Texas Government Code.

b) Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either County or City in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

c) Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

d) Written Amendment. This Agreement may be amended only by written instrument duly executed on behalf of each party. The authorized representatives may execute minor amendments without obtaining prior approval from their respective governing bodies if the minor amendment would change neither the amounts nor the responsibilities agreed to by either party under this original Agreement.

e) Notices. All notices required or permitted must be in writing and will be deemed delivered when actually received or, if earlier, on the fifth business day (5th) following deposit in a United States Postal Service post office or receptacle with proper postage affixed, certified mail, return receipt requested, addressed to the respective other party at the address prescribed below, or at such other address as the receiving party may have prescribed by notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY	COUNTY
City of Corpus Christi Attn: Director, Engineering Services 1201 Leopard St., 3rd floor Corpus Christi, Texas 78401	Nueces County Attn: County Engineer 901 Leopard St. Corpus Christi, Texas 78401
w/ copy to:	w/ copy to:
Richard Martinez Director of Public Works/Streets PO Box 1541 /1201 Leopard, Corpus Christi, Texas 78401	Barbara Canales County Judge 901 Leopard Room 303 Corpus Christi, Texas 78401

f) Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

g) Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City of Corpus Christi, or any officer, agent or employee of the City, or any County Commissioner, officer, agent or employee of the County.

h) No Waiver of Immunity. No party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and representatives as a result of its executing this Agreement and performance of its covenants.

i) No Third Party Beneficiaries. No provision of this Agreement is intended or may be construed to confer upon or give to any person or entity other than the signatories to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

IN WITNESS HEREOF, the City and County have made and executed this Agreement.

CITY OF CORPUS CHRISTI

8/20/2020

Richard Martinez
Director of Public Works/Streets

Date

Res. 032179 AUTHORIZED BY COUNCIL 8-11-2020

NUECES COUNTY, TEXAS

Barbara Canales
County Judge

Date

COMMISSIONERS COURT NUECES COUNTY

ATTEST:

RH SB
SECRETARY

Rebecca Huerta
Rebecca Huerta
City Secretary

Date 8/31/20

Kara Sands
Kara Sands
County Clerk

Date

Approved as to Form:

Buck Brice
City Attorney

County Attorney