

**JUNIOR BECK DRIVE EXTENSION 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 to fund and provide for the extension of Junior Beck Drive from the dead end to Old Brownsville Road (“**Extension**”);

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

WHEREAS, the County has expressed an interest in contributing to the cost of the Extension to improve access and promote economic development.

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 funding of costs necessary to facilitate the construction of the extension of Junior Beck Drive, from the dead end to Old Brownsville Road (“**Extension**”).

- (1) **Funding.** County agrees to pay \$200,000 to the City of Corpus Christi for Extension costs associated with the construction of Junior Beck Drive limited to associated engineering services for preparation of design and construction plans. The County

may increase their funding upon written notice to the City. Any such increased funding will be at the sole discretion of the County upon review and approval of the Commissioners Court and will be used only for the purpose of this Agreement.

- (2) Design and Construction. The City will enter into a design contract for the Extension. The County may review the design. The City will bid the Extension as an Additive Alternative and will recommend award based on availability of funds. City will be responsible for approving the final design, awarding the construction contract and managing the Extension, if awarded. Should the City elect not to award the Extension then the County shall not be responsible for any payment.

Payment Dates. City shall invoice County for \$200,000 upon commencement of construction of the Extension. County will pay City within 30 days from the date of receipt of City's invoice. Invoice shall contain reasonable detailing work to be performed.

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

The City will maintain and repair accepted public streets and public facilities existing at the time of annexation by the City.

SECTION 4. TERM OF AGREEMENT.

The term of this Agreement shall be from the date signed and authorized by the parties until final completion of construction of the Extension. 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 Extension occur.

SECTION 5. 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

City of Corpus Christi
Attn: Director, Engineering Services
1201 Leopard St., 3rd floor
Corpus Christi, Texas 78401

w/ copy to:

Mark Van Vleck
Assistant City Manager
PO Box 1541 /1201 Leopard, 5th Floor
Corpus Christi, Texas 78401

COUNTY

Nueces County
Attn: County Engineer
901 Leopard St.
Corpus Christi, Texas 78401

w/ copy to:

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

NUECES COUNTY, TEXAS

Mark Van Vleck, P.E. Date
Assistant City Manager

Barbara Canales Date
County Judge

ATTEST:

Rebecca Huerta Date
City Secretary

Kara Sands Date
County Clerk