

**CITY/COUNTY LAW ENFORCEMENT CENTER
INTERLOCAL AGREEMENT**

19940016

**THE STATE OF TEXAS §
 §
COUNTY OF NUECES §**

The parties to this Agreement are the City of Port Aransas, Texas, a Texas Home Rule Municipality, herein called the "City", and Nueces County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County", both of which are local governmental entities as defined under Section 791.003(4), Texas Government Code.

ARTICLE I

TERM

The term of this agreement shall commence on the date when the signatures of the representatives of both parties, the City and the County, have been affixed hereto, as indicated by the latest of the execution dates appearing above their respective signatures on this Agreement. The City, acting in its individual capacity as Lessor, and the City and the County, acting together as Lessees, have made and entered into a "Ground Lease", for the lease of the unimproved real property described on Exhibit A hereto attached, which real property is hereinafter called the "land". The term of this Interlocal Agreement shall end on the earliest to occur of the following: (a) on the date of expiration or earlier termination of the Ground Lease; or (b) on the date of termination of this Agreement under Article III or Article VIII hereof.

ARTICLE II

GENERAL PROVISIONS

This Agreement, to the extent applicable, is made pursuant to the provisions of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the rights and liabilities of the Parties hereto shall be as provided in that Act, except as herein otherwise expressly stated.

ARTICLE III

CONSTRUCTION OF IMPROVEMENTS

3.01 Agreement to Construct. The City and County do hereby agree to construct upon the land improvements and facilities to serve as a City/County Law Enforcement Center, and more specifically described in Exhibit "B" which is attached hereto. These improvements shall be jointly owned by the City and the County in respective interests hereafter agreed to and set forth in a written instrument referred to as "An Allocation Agreement". Said improvements will be more particularly described on plans and specifications to be prepared by a Texas licensed professional engineer chosen mutually by the City and the County. These improvements will include a building with areas for various law enforcement uses and purposes and, at the option of the City, emergency medical aid uses and purposes as more specifically described in Article IV hereof. The word "premises" as used herein refers to the land and improvements.

After completion of the plans, the parties shall execute with the assistance of the engineer, an "Allocation Agreement" which will allocate between the parties individual responsibility for all construction costs, including engineering, planning and supervision costs and agreeing upon their respective percentage ownership interest in the improvements a copy of which form is attached hereto as Exhibit C.

3.02. Bids, Award and Conditions. The City and the County will advertise the construction project for bids pursuant to Texas Competitive Bidding Act (Subchapter B of Chapter 271, Texas Local Government Code), Section 271.021-271.030, TLGC, pursuant to the plans and specifications and construction contract. The award of the construction contract to the successful bidder shall be subject to and conditioned upon the following:

- a. Within sixty (60) days after all bid proposals have been received by the appropriate officials for the City and the County, the City and the County shall, by the formal action of their respective governing bodies, make an award of the contract. The award will be deemed completed when both parties designate the same successful bidder. If the City and the County do not award the contract to the same bidder, then they shall, within thirty (30) days after the date of the latest award, reach agreement to designate a single successful bidder to whom the contract should be awarded.

b. Within sixty (60) days after the award is made by the County, the City and the County, as owners, must make and enter into the construction contract with the successful bidder for the construction of the improvements on Exhibit B hereto attached, and more particularly described in the aforesaid construction contract and plans and specifications.

3.03 Failure of Conditions. If any one or more of the conditions hereinabove stated fails to occur, then said award, the construction contract and this agreement shall be terminated automatically.

3.04 City Alternative Bidding. It is understood and agreed that the City, simultaneously with the advertising for bids for the aforesaid construction, may also advertise for bids for construction of a project to be placed on the same land, which project would be built, owned and occupied only by the City, and that in the event this Interlocal Agreement terminates for non-occurrence of a condition stated under section 3.02, then the City is fully authorized to proceed with construction of its own building utilizing the bids so procured and without involvement of the County.

3.05 Change Orders. No change order can be made to the construction contract except upon the prior written agreement of the City and the County. However, in areas where one party has the

right to exclusive possession under this agreement (but not including the holding cells or the courtroom), that party may without the joinder of the other party make and authorize change orders which do not alter the exterior of the building or affect the other party, provided that any such change order and any such construction cost caused by any such change order shall be the sole responsibility of the party authorizing the change order.

ARTICLE IV

USES AND PURPOSES

4.01 Use. The premises will be used only for the construction, operation, and maintenance of a law enforcement center, for law enforcement and medical emergency aid purposes and uses as more particularly described as follows:

- a. Offices for the Port Aransas Police Department and staff;
- b. Offices for the Nueces County Constable Precinct 7 and staff;
- c. Holding cells for the incarceration of prisoners;
- d. Law enforcement and emergency aid dispatching services;
- e. Courtroom for Nueces County Justice of the Peace Precinct 7;
- f. Offices for the Justice of the Peace of Precinct 7 and staff;

- g. Offices for the City Municipal Court Judge and staff;
- h. Offices for Port Aransas Emergency Medical Service and staff (at the option of the City at a future date);
- i. Parking areas for vehicular parking and driveways and pedestrian sidewalks; and
- j. Purposes and uses directly related to the aforesaid purposes, uses and functions.

4.02 Insurance. No one shall use, or permit the use of, the premises in any manner that will cause a cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies insuring the premises or any improvements on the premises, or insuring the City or the County for any liability in connection with ownership of the premises.

4.03 Nuisance. No one shall use, or permit the use of, the premises in any manner that results in waste of the premises or constitutes a nuisance, or use, or permit the use of the premises for any illegal purpose.

4.04 Common Areas. All common areas of the Building for joint use must be used in a reasonable, orderly, and sanitary manner in cooperation with all other using the building and their officers, employees, agents, and invitees.

4.05 Conduct. All persons must conduct themselves, and will cause their officers, employees, agents, and invitees to conduct themselves, with full regard for the rights, convenience, and welfare of all others.

ARTICLE V

POSSESSION, USE AND OCCUPANCY OF IMPROVEMENTS

5.01 City Exclusive Areas. The City shall have the exclusive possession, use and occupancy of the following areas marked on Exhibit B, hereto attached, including:

- a. Offices for the Port Aransas Police Department and staff;
- b. Holding cells for the incarceration of prisoners;
- c. Law enforcement and emergency aid dispatching services;
- d. Offices for the City Municipal Court Judge and staff;

5.02 County Exclusive Areas. The County shall have the exclusive possession, use and occupancy of all of those areas marked on Exhibit B, hereto attached, including:

- a. Offices for the Nueces County Constable Precinct 7 and staff;
- b. Offices for the Nueces County Justice of the Peace Precinct 7 and staff; and
- c. Courtroom.

5.03 Mutual, Joint Areas. The City and the County shall have mutual, joint, equal possession, use and occupancy of all those areas marked on Exhibit B, hereto attached, as including:

- a. All parking lots, driveways and sidewalks; and
- b. Corridor between the Squad Room and the Courtroom;
and
- c. The Intoxilyzer Room.

5.04 Holding Cells. The City shall operate holding cell facilities. The City and County shall at all times make a good faith effort to insure that the holding cells are used and are available for use by and between them on a fair and equal basis, providing they adhere to such lawful rules and regulations as are now in existence and as may from time to time be implemented by the City regarding the holding cells and prisoners, handling, care and treatment, provided such rules shall be equally binding on the City. Only people arrested within Nueces County Precinct 7 shall be placed by the Constable or the Sheriff in the holding cells.

In the event any administrative agency or court, with jurisdiction, imposes any binding requirement regarding jail standards or holding cell standards which would require alterations in order to bring the holding cell facilities into compliance therewith:

- (1) If the requirement is binding with respect to County prisoners and would not be binding on the City were it

not for the fact that the City is providing holding cells for County use, then the City shall be relieved of its obligation hereunder to provide holding cells for County use and the County shall have no further right to use the holding cell facilities, unless the County pays the cost incurred by the City in making such alterations; or

- (2) If the requirement would be binding on the City even if the City were not providing holding cells for County use, then the County and the City may agree to make the alterations required in order to bring the facilities into compliance with such standards and share the cost of making such alterations equally or the City will be relieved of its obligation to provide holding cells for County use and the County shall have no further right to use the holding cell facilities.

The County shall be responsible for the incarceration, clothing, care, feeding, medical treatment, monitoring, control, disposition and release of its prisoners. The County, at its expense, shall furnish all food, clothing and medical treatment for County prisoners and shall reimburse the City upon demand for any such expenses incurred by the City.

5.05 Dispatching. The City will provide a dispatching facility and communication center for the mutual use and benefit of the County Constable's Office, the City Police Department and the City Emergency Medical Service at a future date and at the option

of the City. The dispatch facility shall be under the direction of the City Police Department and shall be staffed with dispatchers on a twenty-four (24) hour basis, seven days a week. The dispatchers shall be employees of the City. If as a direct result of activities by the County Constable's Office, the dispatcher's workload has increased on a continuing basis, the County will be required to reimburse the City for salaries and benefits for additional personnel and for the cost of additional equipment.

5.06 Court. The City shall have the exclusive use of the courtroom for municipal court proceedings on Monday of each week from 7:00 a.m. to 9:00 p.m. The City, upon thirty (30) days notice to the County, may change that day to any other day for a given week upon the mutual agreement of both parties.

5.07 Generator. The City and the County will share in the purchase, and as needed, the replacement, maintenance and repair of an emergency generator to provide electrical power sufficient to operate all necessary electrical equipment in the building. The original cost of purchase of the generator shall be divided as follows: \$20,000 from the City and \$10,000 from the County. The cost of purchase of a replacement or of maintenance or repair shall be divided as follows: two-thirds from the City, one-third from the County.

ARTICLE VI

MAINTENANCE, REPAIR AND UTILITIES

6.01 Exclusive Areas. Each party shall, at its sole expense, maintain in good condition and pay the utilities serving those portions of the premises which are within the exclusive use, possession and control of the party. The County shall be solely responsible for payment of utilities for the courtroom. The City shall be solely responsible for payment of utilities for the holding cells.

6.02 Mutual Areas. The parties shall, at their equal, joint expense, maintain in good condition and pay in equal shares the utilities for those common areas mutually used, controlled and possessed by both the parties including the parking areas, lawn and landscaping.

6.03 Scope. The obligation of the parties to maintain areas subject to their exclusive control extends to all interior areas, the roof, support and partition walls of the defined area, the windows and doors, ceiling and flooring, all systems used in conjunction with those areas, including plumbing, water, electrical, gas and other utility systems, facilities, fixtures and equipment. Both parties acknowledge the obligation to expeditiously repair damage, replace worn, damaged or destroyed property, to clean, to paint and to perform similar ongoing maintenance reasonable or necessary to keep the premises in

orderly, attractive and functional condition, ordinary wear and tear excepted.

6.04 Changes. Except upon written consent of both the City and the County, no change shall be made to the building nor any action taken which would (a) alter in any substantial ways the aesthetic appearance of the building, or (b) reduce or otherwise adversely affect the capability of any portion of any improvements to serve the needs of either the City or the County.

6.05 Janitorial and Yard Care. Each party will provide janitorial services for the portions of the building to which it is entitled to exclusive use. The parties will share equally in providing janitorial services to the mutual areas. Yard maintenance will be provided by the City, and the County will reimburse the City fifty (50) percent of the cost of providing such maintenance.

ARTICLE VII

INDEMNIFICATION AND HOLD HARMLESS

7.01 City Obligation. The City agrees to hold harmless, save and indemnify the County, its agents, employees and representatives for any and all claims for damages, personal injury, and/or death for which the County may be held liable arising from or proximately caused by the negligence of the City, an agent, employee or representative of the City in the performance of a duty incumbent upon the City to be performed hereunder.

7.02 County Obligation. The County agrees to hold harmless, save and indemnify the City, its agents, employees and representatives for any and all claims for damages, personal injury, and/or death for which the City may be held liable arising from or proximately caused by the negligence of the County, an agent, employee or representative of the County in the performance of a duty incumbent upon the County to be performed hereunder.

ARTICLE VIII

TERMINATION, EXPIRATION AND SURRENDER

8.01 City Initiative.

- a. If, at any time after expiration of the 60th full calendar month after the commencement date of this Agreement, the City Council of the City determines that the City is in need of additional space for law enforcement and/or emergency medical aid purposes, it may give notice (the "initiating notice") to the County of said decision and advise the County in said notice that the City will either:
 - (1) Buy the County's interest in the improvements;
or
 - (2) Construct such improvements as are necessary to expand its portion of the building to the extent necessary to meet those additional needs.

Such notice must state that it is an initiating notice under Section 8.01 of this Agreement.

b. Within sixty (60) days after the City gives the initiating notice to the County, the County must notify the City that it will either:

- (1) Sell its interest to the City; or
- (2) That it will not sell its interest to the City. If the County fails to respond timely, a negative response will be deemed.

c. If the County timely notifies the City that it will allow the City to purchase its interest, the purchase and sale shall close within sixty (60) days after the date of said notice. The purchase price shall be the lesser of the original construction cost paid by the County (exclusive of construction cost increases caused by change orders not approved in writing by the City) or fair market value of the County's interest in the improvements, according to an appraisal prepared by a qualified appraiser of the City's choosing, payable in cash at closing. At closing, the County shall deliver a good and sufficient General Warranty Deed conveying the improvements and the County's interest in the Ground Lease to the City.

d. If the County timely responds in the negative that it will not sell its interest to the City or if a negative response is deemed, then the City may build the additional improvements it deems necessary to satisfy its law enforcement and emergency medical aid needs and may connect said building or new improvements to that portion of the original building of which the City has exclusive possession, use and occupancy hereunder. In such event, the City shall be the sole owner of said new improvements and the County shall convey, relinquish and assign its interest in the Ground Lease and in the parking areas, walkways, and other similar improvements to the City to the extent reasonably necessary to allow for the construction of such new improvements. In addition, in such event, the County shall thereafter be precluded from giving an initiating notice under Section 8.02 until the expiration of sixty (60) full calendar months after the City completes its construction. The City shall be the sole owner of any new improvements constructed under this Section and said improvements shall not be subject to this agreement; however, the City shall have the right

to continue to utilize such of the original improvements as are reasonable in its judgment in conjunction with said new improvements, for example, including, but not limited to, parking and walkway areas which were part of the original construction and are adjacent to the new improvements.

8.02 County Initiative.

- a. If, at any time after the sixtieth (60th) full calendar month after the commencement date of this Agreement, the County Commissioners Court of the County decides that the space available to it within the building is insufficient for its law enforcement needs, or if they decide that they do not need the building space any longer, the Commissioners Court may notify (the "initiating notice") the City of that fact. Such notice must state that it is an initiating notice under Section 8.02 of this Agreement.
- b. Upon the receipt of such notice, the City is under a duty to buy the County's interest in the improvements. The purchase and sale shall close within sixty (60) days after the initiating notice is given. The purchase price shall be the lesser

of the original construction cost paid by the County (exclusive of construction cost increases caused by change orders not approved in writing by the City) or fair market value of the County interest in the improvements according to an appraisal prepared by a qualified appraiser of the City's and County's choosing, payable in cash at closing. At closing, the County shall deliver to the City a good and sufficient General Warranty Deed conveying the improvements and the County interest in the Ground Lease to the City.

8.03 Termination on Closing. Upon closing of any purchase and sale under this Article VIII, this Agreement shall terminate.

8.04 Suspension. Once an initiating notice has been given under one section, the other party cannot give an initiating notice under the other section until the process commenced by the first initiating notice has concluded and then only in accordance with the provisions of the sections concerning the giving of said initiating notices and within the time frames therein set forth.

8.05 Surrender and Conveyance on Termination. Upon termination of this Agreement for any reason, whether under Article III or Article VIII hereof, the County shall surrender and deliver that portion of the premises of which it has the right of exclusive possession, including the courtroom, and to the extent it can, those portions it shares with the City to the City in as good a

state of repair and condition as they were in at the time the County took possession thereof, reasonable wear and tear excepted, and shall execute and deliver to the City a General Warranty Deed conveying to the City the improvements and the County interest in the Ground Lease, and the Sheriff and Constable shall immediately vacate the premises.

ARTICLE IX

INSURANCE AND CASUALTY LOSS

9.01 Insurance. The City and the County, at their equal, joint expense, shall maintain fire and extended coverage insurance on the premises in such reasonable amounts as the City and County may mutually agree, which amount shall be no more than eighty percent (80%) of the cost of reconstruction of the improvements, naming therein the City and the County as named insured as their interests appear.

The City shall procure and maintain through the term of this agreement a policy of comprehensive general liability insurance, insuring the City as named incumbent from and against all claims, demands, or actions arising out of the use and occupancy of the premises and ways adjacent thereto, the bodily injury liability coverage to have limits of liability of not less than \$ 3,000,000.00 for each occurrence and \$ 3,000,000.00 aggregate, and the property damage liability coverage to have limits of liability of not less than \$ 3,000,000.00 for each occurrence and \$ 3,000,000.00 aggregate.

The County is a self-insured governmental entity and by execution of this Agreement acknowledges and certifies that the County has funds sufficient to indemnify and insure itself from and against all claims, demands, or actions arising out of the use and occupancy of the premises and ways adjacent thereto to at least the same extent as the City will obtain by purchase of its policy of comprehensive general liability insurance.

9.02 Obligation to Repair. In the event of a casualty damage to the premises, the parties shall be obligated to repair and replace the damaged improvements. All insurance proceeds shall be devoted to repair and replacement of the damaged and lost improvements. In the event the costs of repair or replacement exceed the applicable insurance proceeds, the City and the County agree to pay the excess costs in proportions equal to their undivided ownership percentage interests in the premises.

ARTICLE X

MISCELLANEOUS

10.01 Amendments. No alterations, modifications, amendments or changes to this Agreement shall be effective or binding unless they are in writing and signed by both parties.

10.02 Section Headings. The articles and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify or limit the scope, extent or intent of this Agreement or any provision hereof.

10.03 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.04 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of all parties hereto and their assigns, successors, and all other persons and entities claiming by, through or under any of them.

10.05 Notices. Any notice or communication required or permitted to be given under this Agreement must be given in writing and may be given or served by depositing the same in the United States mail, in certified or registered form, postage prepaid, addressed to the party or parties to be notified, at the address of such party as hereafter set forth, or by delivering the same in person to such party or parties. Notice deposited in the United States mail in the manner herein prescribed shall be effective upon deposit. Notice given in any other manner shall be effective only if and when received by the party or parties to be notified.

The address of the parties is as follows:

City of Port Aransas, Texas
Attention: Mr. Tommy M. Brooks
City Manager
P.O. Box 1090
Port Aransas, TX 78373-1090

Nueces County, Texas
Attention: Nueces County Judge
901 Leopard Street
Corpus Christi, TX 78401

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Agreement.

10.06 Specific Performance. It is impossible to measure in money the damage which will accrue to a party by reason of the failure of any party to perform any of the obligations of the parties under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought, hereby waives the claim or defense therein that such party has an adequate remedy at law, and such person shall not urge, in any action or proceeding, the claim or defense that such remedy at law exists. It is the express purpose of this provision to grant to the parties hereto the right to enforce the obligations hereunder in a court of equity by a decree of specific performance. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties hereto may have.

10.07 Law Governing. This Agreement is entered into and shall be construed and enforced in accordance with the applicable laws of the State of Texas.

10.08 Place of Performance. Each covenant promise and agreement contained herein shall be performed in Nueces County, Texas.

10.09 Cumulative Remedies. Pursuit of any of the remedies provided in this Agreement shall not preclude pursuit of any of the other remedies provided in this Agreement. Pursuit of any remedy provided in this Agreement or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Agreement.

10.10 Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provisions, and covenants contained in this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Agreement. Forbearance by either party to enforce one or more of the remedies provided in this Agreement or by law upon an event of default shall not be deemed or construed to constitute a waiver of such default.

10.11 Prior Agreements Superseded. This Agreement, together with the Ground Lease, constitutes the only agreements of the parties and supersede any prior understandings or written or oral

agreements between the parties respecting the subject matter of these agreements.

EXECUTED this the 30th day of September, 1994.

CITY OF PORT ARANSAS, TEXAS

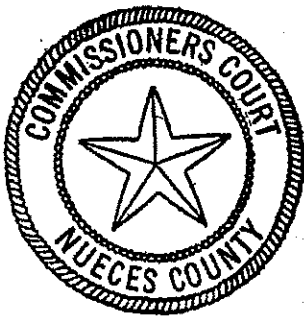
By: Tommy M. Brooks
Name: Tommy M. Brooks
Title: CITY MANAGER
Address: P.O. Box 1090
Port Aransas, TX 78373-1090

ATTEST:

Esther Ariola
ESTHER ARIOLA
City Secretary

EXECUTED this the 28th day of September, 1994

NUECES COUNTY, TEXAS



By: Robert N. Barnes
Name: Robert N. Barnes
Title: County Judge
Address: 901 Leopard
Corpus Christi, TX 78401



ATTEST:

By: Ernest Briones Deputy
ERNEST BRIONES
Nueces County Clerk

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FILED

SEP 30 1994

ERNEST BRIONES
County Clerk, Nueces County, Texas
By: Ernest Briones

PORT ARANSAS/NUECES COUNTY
LAW ENFORCEMENT CENTER GROUND LEASE

EXHIBIT A

This Ground Lease is made and entered into by and between the CITY OF PORT ARANSAS, a Texas Home Rule Municipality, as "Lessor", and NUECES COUNTY, TEXAS, "Lessee," under an Interlocal Agreement made on even date herewith.

In consideration of the mutual covenants and agreements set forth in this Ground Lease, and the Interlocal Agreement aforementioned, and an Allocation Agreement between the City of Port Aransas and Nueces County regarding construction and ownership of a law enforcement center, Lessor and Lessee hereby declare that the law enforcement center, aforementioned, is to be constructed on land bearing a legal description as follows:

"1.895 acres out of the land of lots 8 through 11, block 141 Mustang Island State Land Surveys Nueces County, Texas and

Lot 3, block 141 Mustang Island State Land Surveys, Nueces County, Texas."

The Lessor and Lessee declare that the law enforcement center aforementioned is to be built on a portion of the land described above, and by this lease, the Lessor does hereby demise and lease to Lessee a portion of the aforementioned and described land corresponding in square feet to that area of the proposed law enforcement center, including building and grounds, which is designated for the County's exclusive and mutual use and is more specifically set forth in the Allocation Agreement and in Exhibit "B" of the Interlocal Agreement (site plan and floor plan).

ARTICLE I
TERM

The term of this lease shall be thirty (30) years beginning on the date of the latest signature of the parties to this lease and to the interlocal agreement ("Commencement Date") and ending on the day immediately preceding the thirtieth anniversary of the commencement date, unless sooner terminated as provided in this lease.

ARTICLE II
RENT

Lessee will pay to Lessor the sum of ten dollars per annum as rent, payable on the commencement date and continuing thereafter on each anniversary of the commencement date throughout the term of this lease.

**ARTICLE III
USE OF PREMISES**

Lessee will use the premises only for the construction, operation, and maintenance of a law enforcement center as described in the Interlocal Agreement.

**ARTICLE IV
SERVICES AND MAINTENANCE**

Lessee shall maintain the premises, including land and improvements, throughout the leased term and keep them free from waste or nuisance.

**ARTICLE V
CONSTRUCTION OF IMPROVEMENTS**

Lessee covenant to construct upon the land the improvements described in Exhibit "B" attached to the Interlocal Agreement.

**ARTICLE VI
TERMINATION AND SURRENDER**

- 6.1 This Ground Lease shall automatically terminate if and when the Interlocal Agreement is terminated for any reason.
- 6.2 When this Ground Lease expires or if it is terminated, Lessee shall immediately vacate and surrender the premises.

**ARTICLE VII
MISCELLANEOUS**

- 7.1 All notices to be given under this agreement shall be given by certified or registered mail, addressed to the proper party, at the following addresses:

City of Port Aransas, Texas
Attention: Mr. Tommy M. Brooks
City Manager
P.O. Box 1090
Port Aransas, TX 78373-1090

Nueces County, Texas
Attention: Nueces County Judge
901 Leopard
Corpus Christi, TX 78401

Either party may change the address to which the notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

- 7.2 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this agreement are performable in Nueces County, Texas.
- 7.3 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in the agreement.
- 7.4 This Ground Lease is made simultaneously with an Interlocal Agreement by and between the City and Nueces County, dated even date herewith, the "Interlocal Agreement", and shall be construed in conjunction therewith.
- 7.5 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.
- 7.6 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use in addition to any other rights the parties may have by law statute, ordinance, or otherwise.
- 7.7 No waiver by either party of any default or breach of any term, condition, or covenant of this lease shall be deemed to be waiver of any other breach of the same or another term, condition, or covenant of the lease.
- 7.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

The undersigned Lessor, City of Port Aransas, executes this Agreement on the 18th day of APRIL, 1994.

LESSOR:

CITY OF PORT ARANSAS

By: Tommy M. Brooks

Name: Tommy M. Brooks

Title: CITY MANAGER

Address: P.O. Box 1090
Port Aransas, TX 78373-1090



Esther Ariola
ESTHER ARIOLA
CITY SECRETARY

The undersigned Lessee, Nueces County, executes this Agreement on this the 16th day of MARCH, 1994.

LESSEE:

NUECES COUNTY

By: Robert N. Barnes

Name: Robert N Barnes

Title: COUNTY JUDGE

Address: 901 Leopard
Corpus Christi, TX 78401



Ernest Briones
ERNEST BRIONES
NUECES COUNTY CLERK

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 18th day of APRIL, 1994, by Tommy M. Brooks, acting in his capacity as City Manager of the City of Port Aransas, Texas, acting in its capacity as the Lessor under this Ground Lease.

Pam Hatzenbuehler
Notary Public



ACKNOWLEDGMENT

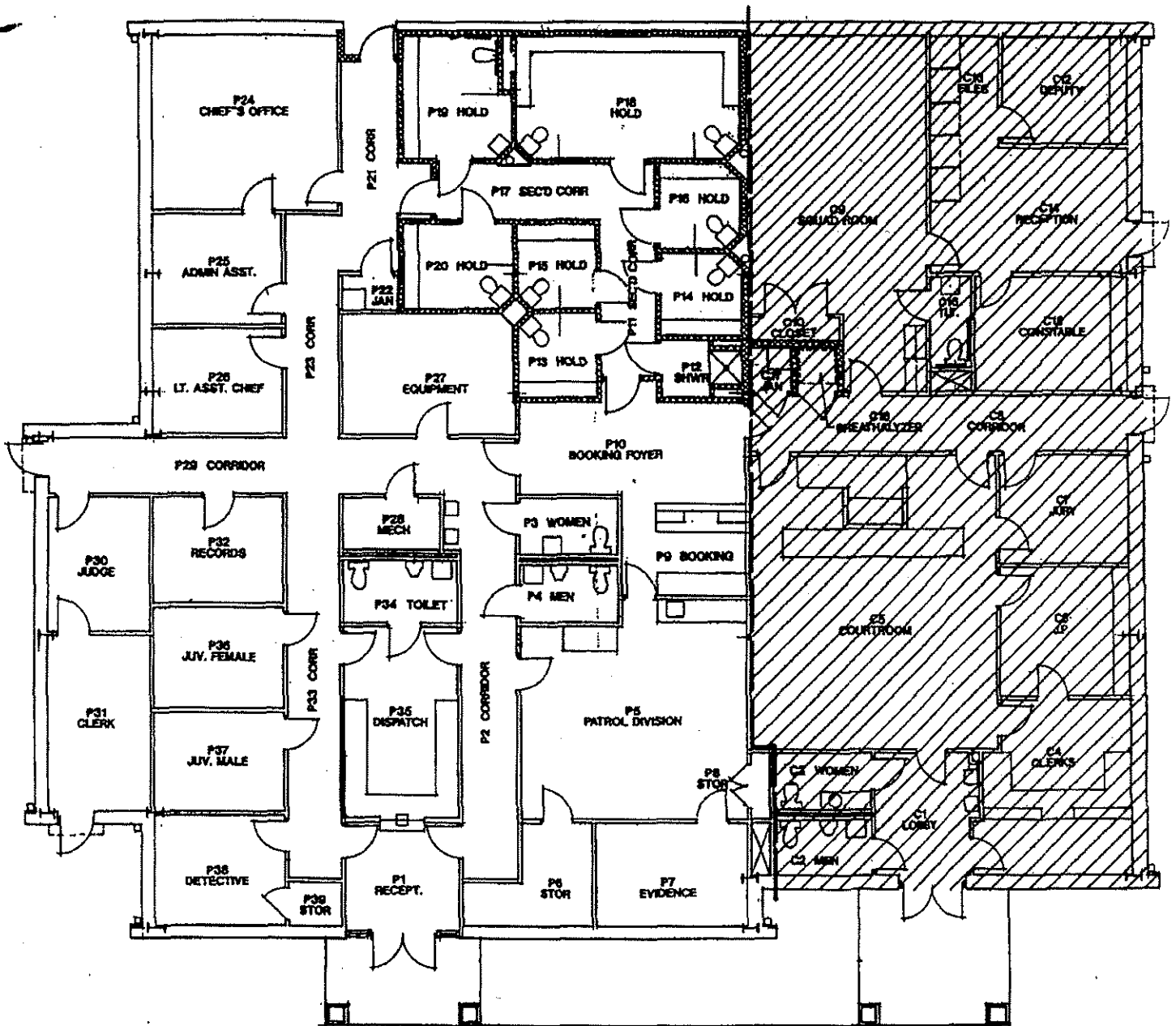
STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on the 16th day of March, 1994, by Robert N. Barnes, acting in his capacity as County Judge of Nueces County, Texas, acting in its capacity under this Ground Lease.

Carl L. Goding
Notary Public

carl\lease.agr





FLOOR PLAN

NOT TO SCALE



DENOTES THE CITY OF PORT ARANSAS

DENOTES THE COUNTY OF NUECES

**THE CITY/COUNTY PUBLIC SAFETY BUILDING
PORT ARANSAS, TEXAS**

EXHIBIT 'B'

EXHIBIT "C"

**ALLOCATION AGREEMENT BETWEEN THE CITY OF PORT ARANSAS
AND NUECES COUNTY REGARDING CONSTRUCTION AND
OWNERSHIP OF A LAW ENFORCEMENT CENTER**

This agreement is made by and between the City of Port Aransas, Texas, a Texas home rule municipality, hereinafter called the "City", and Nueces County, Texas, a Texas governmental entity and subdivision of the State of Texas, hereinafter called the "County".

This allocation agreement is made pursuant to and as part of the following agreements:

- (1) That one certain ground lease made and entered into by and between the City, as Lessor, and the County and the City, as Lessees, for the lease of unimproved land located in Port Aransas, Nueces County, Texas, for the purpose of constructing a law enforcement center thereon;
- (2) A "City/County Law Enforcement Center Interlocal Agreement," made by and between the City and the County, dated the 30th day of September, 1994, that date being the date of the last signature of the two signatories thereto to be affixed to the agreement, for the construction and operation of a law enforcement center as therein described.

The City has competitively bid the construction project which is the subject of this agreement and the hereinabove described two agreements for and on behalf of the City and the County and the City has awarded the contract to Winship Construction, subject to County award, or the City and the County have both awarded the contract to the said entity. The bid of said entity for the construction of the project pursuant to the contract and plans and specifications is \$747,727.00.

The City and the County agree that each shall own the undivided percentage ownership interest in the improvements hereafter set forth with respect to each as follows:

- (1) The City shall own 65%; and
- (2) The County shall own 35%.

The undivided percentage ownership interest of each entity as set forth hereinabove is based on square footage as follows:

The total square footage for the entire building is approximately 8,002 square feet; The City portion of said total is 5,195 square feet. The County portion of said total is 2,807 square feet. The percentage ownership interest of each party in the total building is in the same proportion as the square footage allocated to each bears to the total square footage of the building.

The allocation of responsibility for construction costs, including engineering fees is as follows:

- (1) The law enforcement area of the building totals approximately 8,002 square feet, consisting of City exclusive areas totaling approximately 5,195 square feet and County exclusive area totaling approximately 2,807 square feet. The County shall pay for actual construction costs related to construction of the County's exclusive areas. The City shall pay for actual construction costs related to construction of City's exclusive areas. These amounts will be stipulated in the general contractor's bid proposal.
- (2) Each shall pay fifty percent (50%) of the cost of site improvements;
- (3) Each shall pay fifty percent (50%) costs for concrete pad and automatic switching devices at the generator location. It should also be known that the City and County shall purchase the generator at a later date and shall share in the cost. The City shall set aside \$20,000.00 and the County shall set aside \$10,000.00 for the purchase of said generator.

An actual cost breakdown based on contractor's data was obtained on September 6, 1994. The application of the agreements hereinabove stated regarding sharing of costs would result in costs payable by each of the entities as indicated in the attached Exhibit "C".

Signed this 30th day of SEPTEMBER, 1994.

CITY OF PORT ARANSAS

By: *Tommy M. Brooks*
Signature

Name: TOMMY M. BROOKS

Title: CITY MANAGER

Address: P.O. Box 1090
Port Aransas, TX 78373-1090

ATTEST:

Esther Areola
ESTHER AREOLA
City Secretary

Signed this 28th day of September, 1994.

NUECES COUNTY

By: *Robert N. Barnes*

Name: Robert N. Barnes

Title: County Judge

Address: 901 Leopard
Corpus Christi, TX 78401



ATTEST:

By: *Diana Barrera* Deputy
ERNEST BRIONES
Nueces County Clerk

alloc.agr