

State of Texas §

County of San Patricio §

**INTERLOCAL AGREEMENT BETWEEN  
SAN PATRICIO COUNTY, TEXAS AND CITY OF ARANSAS PASS, TEXAS**

This Interlocal Cooperation Agreement (“Agreement”) is made between the County of San Patricio, Texas (the “County”), a political subdivision of the State of Texas, and the City of Aransas Pass Texas (the “City”), a home rule municipality and political subdivision of the State of Texas, commencing on approval by both governing bodies and terminating on December 31, 2018.

Whereas, the City of Aransas Pass, Texas and the County of San Patricio, Texas are desirous of reconditioning of streets and parking areas approved by the County Commissioner of Precinct 4; and

Whereas, there exists mutual interest in fostering a cooperative relationship between the County and the City; and

Whereas, both the County and the City possess the legal authority to construct such improvements and may enter into this Agreement under the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, for the maintenance and reconstruction of such improvements;

NOW, THEREFORE, IT IS AGREED BY SAN PATRICIO COUNTY, TEXAS AND THE CITY OF ARANSAS PASS, TEXAS, AS FOLLOWS:

1. Description of the Project. The Project (the “Project”) includes reconditioning base work on streets and/or parking areas approved by the County, the City, and by the Commissioner of Precinct 4, as more particularly described in plans and specifications to be developed by the City as may be amended from time to time during the Project.
2. Cost. The City and the County agree that the City shall pay, at its sole expense, for any materials needed to complete the Project and the County shall furnish at the County’s sole expense all equipment and labor needed to complete the Project. City also agrees to the following:
  - A. The City shall establish an account with Martin Marietta Materials (Gregory yard) so that all limestone for the Project will be billed directly to the City.
  - B. The County (Precinct 4) will transport all limestone for the Project.
  - C. The City shall provide fresh water (not necessarily potable water) for watering and compacting limestone that can be reached with the County’s water truck.
  - D. The County (Precinct 4) will schedule sealcoat with the contractor, for which the City shall be billed directly by the contractor and the City solely shall be

responsible for payment to the contractor.

- E. The City shall be billed and is solely responsible for payment for all fuel used by the County (Precinct 4) for the Project.
- F. The City shall be responsible for providing all traffic control for the Project.

- 3. Compliance with Laws. The City and County will comply with applicable laws.
- 4. Approval by Governing Bodies. Each party represents this Agreement has been duly authorized and approved by the governing body of the party as required for an interlocal agreement pursuant to the Texas Interlocal Cooperation Act.
- 5. Insurance and Indemnification. The County and the City shall maintain at all times during the term of this Agreement, at each's sole cost and expense, commercial general liability insurance covering all risks of loss and for equipment furnished by the County and each shall name the other as an additional insured under the policies.

The County shall indemnify and hold harmless the City, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the County or its employees or agents during the term of this Agreement.

The City shall indemnify and hold harmless the County, its employees, agents, representatives and assigns from any and all claims, demands, costs, expenses (including attorney's fees and expert witness fees), liabilities and lawsuits of whatsoever kind or character arising out of or in connection with any act or omission of the City or its employees or agents during the term of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any governmental immunity or affirmative defense, which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement or to create any rights for the benefit of a person not a party to this Agreement.

- 6. Notices. Notices under this Agreement shall be addressed to the parties as indicated below unless changed by written notice to such effect and shall be effective when delivered or when deposited in the U.S. Mail, post prepaid, certified, return receipt requested.

SAN PATRICIO COUNTY

CITY OF ARANSAS PASS

The Honorable Terry Simpson  
County Judge  
400 West Sinton, Rm. 109  
Sinton, Texas 78387

The Honorable Ram Gomez  
Mayor  
600 W. Cleveland  
Aransas Pass, Texas 78336

- 7. Performance. This Agreement shall be performed in San Patricio County, Texas, and shall be

interpreted according to the laws of the State of Texas.

- 8. Termination. This Agreement may be terminated by the City or the County by serving 30 days written notice of termination.
- 9. Entire Agreement. This Agreement represents the entire Agreement between the parties and may not be modified by any oral agreements or understandings. Any amendment or supplemental addenda must be made in writing and signed by both parties.
- 10. Assignment. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors. This Agreement may not be assigned by any party without the written consent of the other party.
- 11. Effective Date. Execution to be effective as of the last execution date set forth below.

EXECUTED by the City of Aransas Pass, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Ram Gomez, City Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

EXECUTED by the County of San Patricio, Texas on the \_\_\_\_ day of \_\_\_\_\_ 2018.

COUNTY OF SAN PATRICIO, TEXAS

By: \_\_\_\_\_  
Terry Simpson, County Judge

ATTEST:

\_\_\_\_\_  
Gracie Alaniz-Gonzales, County Clerk