

STATE OF TEXAS §
CAMERON COUNTY §

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into between the COUNTY OF CAMERON, TEXAS, acting by and through its elected Commissioner’s Court, hereinafter referred to as “COUNTY” and the CITY OF HARLINGEN, a Texas municipal corporation acting by and through its elected City Council, hereinafter referred to as “CITY”, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services;

WHEREAS, the right-of-way centerline of Garrett Road between Palm Court and Stuart Place Road represents the jurisdictional boundary line between CITY and COUNTY; and

WHEREAS, the CITY and COUNTY recognize the need to improve the road and drainage conditions along Garrett Road between Palm Court and Stuart Place Road; and

WHEREAS, the CITY shall conduct the project management services for this project; to include the production of construction plans & specifications, solicitation of contractor’s bids, procurement for surveying and material testing lab services, and provide staff to inspect the quality of work, and to obtain the applicable permits; and

WHEREAS, the CITY agrees to fund fifty-six percent (56%) of the **estimated** total cost of the project as described in Exhibit “A”; and

WHEREAS, the COUNTY agrees to fund forty-four percent (44%) of the **estimated** total cost of the project as described in Exhibit “A”; and

WHEREAS, the Parties have determined that it is in the best interest of the residents of both the CITY and the COUNTY to enter this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. Purpose

The Parties desire to jointly improve the pavement and drainage condition of Garrett Road. The Project is expected to begin on or about April 1, 2021 but no later than August 1, 2021 and be completed within 90 days. The term of this Agreement shall begin with the signatures of the parties below and terminate upon completion of the Project.

II. Responsibilities of the City

2.1 The rules, regulations and orders of CITY shall govern the performance of the construction contractor under this Agreement and the Parties agree that CITY shall inspect the construction activities contemplated herein.

2.2 CITY shall conduct the project management services for this project; to include the production of construction plans & specifications, solicitation of contractor's bids, procurement for surveying and materials testing lab services, and provide staff to inspect the quality of work, and to obtain applicable permits.

2.3 CITY agrees to fund fifty-six percent (56%) of the **estimated** total cost of the project as described in Exhibit "A"

2.4 CITY shall consider and approve an Award of Contract for the construction of Project before CITY proceeds with project.

2.5 CITY shall be responsible for any future maintenance of the Project within the CITY limits after completion and acceptance by both Parties.

2.6 All funds expended by the CITY in its performance under this Agreement shall be from funds appropriated for the current fiscal year.

III. Responsibilities of the County

3.1 COUNTY shall review and approve construction plans and specifications prior to CITY soliciting contractor's bids.

3.2 COUNTY agrees to fund forty-four percent (44%) of the **estimated** total cost of the project as described in Exhibit "A."

3.3 COUNTY shall be responsible for any future maintenance of the Project within the COUNTY jurisdiction after completion and acceptance by both Parties.

3.4 All funds expended by the COUNTY in its performance under this Agreement shall be from funds appropriated for the current fiscal year.

IV. Binding Effect; Benefiting Parties

4.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.

4.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

V. Governmental Functions; Liability; No Waiver of Immunity or Defenses

5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

5.1.1 The services provided for herein are governmental functions, and the CITY and the COUNTY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

5.1.2 The relationship of the COUNTY and the CITY shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

5.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

5.2 The COUNTY shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the CITY in connection with the construction, operation and maintenance of the Project, except as stated in 5.3 below. The CITY covenants and agrees, to the extent permitted by law, that the CITY shall be solely responsible, as between the COUNTY and the CITY, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the CITY or its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the construction, operation and maintenance of the Project, except as stated in 5.3 below.

5.3 The CITY shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the COUNTY in connection with the construction of the Project or parts thereof, by the COUNTY, its employees,

contractors, subcontractors, agents, representatives, or assigns. The COUNTY covenants and agrees, to the extent permitted by law, that the COUNTY shall be solely responsible, as between the COUNTY and the CITY, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by the COUNTY or its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with its construction of the Project.

5.4 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the CITY nor the COUNTY shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

5.5 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

VI. Notices

6.1 All correspondence and communications concerning this Agreement shall be directed to:

CITY: City of Harlingen
118 E. Tyler Avenue
Harlingen, Texas 78550
Attention: Chris Boswell, Mayor

COUNTY: Cameron County
1100 E. Monroe Street, Suite 218
Brownsville, Texas 78520
Attn: Eddie Trevino, Jr., County Judge

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VII. Severability

7.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

VIII. Entire Agreement


8.1 This Agreement is the entire agreement between the CITY and the COUNTY as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

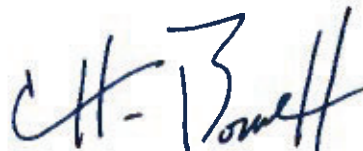
IX. Governing Law; Venue

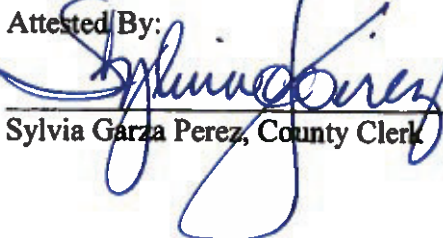
9.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Cameron County, Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Court of Cameron County, Texas. The Parties agree to submit to the jurisdiction of said court.

THIS AGREEMENT SHALL HAVE NO LEGAL FORCE OR EFFECT UNTIL SUCH TIME AS IT IS PROPERLY ADOPTED AND APPROVED BY THE CAMERON COUNTY COMMISSIONERS COURT AND THE CITY COUNCIL OF THE CITY OF HARLINGEN.

EXECUTED ON *this 16th day of December, 2020.*


Eddie Trevino, Jr.
County Judge, Cameron County


Chris Boswell,
Mayor, City of Harlingen

Attested By:

Sylvia Garza Perez, County Clerk



Attested By:

Amanda C. Elizondo, City Secretary