

TEXAS INTERLOCAL COOPERATION CONTRACT BETWEEN ARANSAS COUNTY, THE CITY OF ROCKPORT, THE TOWN OF FULTON, AND THE ARANSAS COUNTY NAVIGATION DISTRICT FOR THE ARANSAS COUNTY ALLIANCE LOCAL GOVERNMENT CORPORATION.

This Interlocal Agreement between Aransas County, the City of Rockport, Aransas County Navigation District, and the Town of Fulton regarding the Aransas County Alliance Local Government Corporation Interlocal Cooperation Agreement (the “Agreement”) is entered into between the Aransas County Navigation District, a navigation district operating under Section 59, Article XVI, Texas Constitution (hereinafter “District”) acting by and through its Board of Directors; Aransas County, a Texas County (hereinafter “County”) acting by and through its Commissioners Court; the Town of Fulton, a Texas General Law municipal corporation (hereinafter “Fulton”) acting by and through its Board of Aldermen; and, the City of Rockport, a Texas municipal corporation (hereinafter “Rockport”) acting by and through its City Council pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). District, County, Fulton and Rockport are collectively referred to herein as the “Parties” and are each a “Party”.

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, County, Rockport, Fulton and District are each a politician subdivision of the State of Texas, with the authority to enter into this Agreement; and

WHEREAS, in the aftermath of the devastation caused by Hurricane Harvey reinvestment and redevelopment in the Rockport-Fulton, Aransas County area is of mutual interest of the Parties; and the Parties wish to enter into this Agreement with the objective to encourage, stimulate, and promote economic development, expansion, and diversification within the Rockport-Fulton-Aransas County, Texas area, and to lessen the burdens of government by creating a larger tax base for the benefit of all residents of the area; and

WHEREAS, without any intent to compromise each Party’s legislative prerogative, the Parties desire to enter into this Agreement to facilitate collaboration in the provision of funding for business recruitment, retention and expansion, workforce recruitment and development, as well as for economic development incentives; and

WHEREAS, the governing bodies of each of the Parties finds the functions and services described herein constitute a governmental function or service or function that each of the Parties are authorized to perform individually.

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 enter into this agreement for the purpose of coordinating efforts to encourage, stimulate and promote economic development in the Rockport-Fulton-Aransas County area. It is the Parties intent to establish a Local Government Corporation to serve as a “one stop” destination focusing the effort of the respective local governments’ efforts to both advance workforce recruitment and development, business recruitment and expansion, and offer economic incentives to industrial, commercial and residential developers and businesses. To that end, the Parties enter into this Agreement to promise allocations of funding to meet the purpose, authorize the establishment of a corporate structure to facilitate this purpose, and commit to give due consideration to recommendations made by the corporate entity when considering matters related to workforce recruitment/development, business recruitment and the offer of economic incentives for the development or improvement of land.

II. The Local Government Corporation.

- 2.1 The Corporation. The Parties agree to incorporate the Aransas County Alliance Local Government Corporation pursuant to Texas Transportation Code Chapter 431, Subchapter D.
- 2.2 The Corporation shall operate pursuant to its Articles of Incorporation and Bylaws to facilitate the Purposes of this Agreement.
- 2.3 Articles of Incorporation/Certificate of Formation. By approval of this Agreement, the Parties approve the Corporation’s Articles of Incorporation as set out in substantial form in **Exhibit “A.”**
- 2.4 Bylaws. By approval of this Agreement, the Parties approve the Corporation’s Bylaws as set out in substantial form in **Exhibit “B.”**

III. Public Private Partnership.

- 3.1 Subject to the approval of each Governing Body’s approval the Local Government Corporation shall, contract with, joint venture with or partnership with a private nonprofit corporation or foundation to achieve the purposes of this Agreement.

IV. Contract.

- 4.1 The Parties will approve the Contract with the Alliance for the delivery of services by separate action.

V. Funding.

- 5.1 Current fiscal year. For the current fiscal year County, Rockport, Fulton and District each authorize the payment, out of currently available funds, in the amount of \$12,000.00 (County); \$12,000.00 (Rockport); \$2,500.00 (Fulton); \$0.00 (District); (collectively the “Agreed Amount”). Each Party shall transfer funds equal to the Agreed Amount into the operations account of the Corporation within 30 days after such account is open and available to receive deposits.
- 5.2 Subsequent fiscal years. It is the intent of the Parties in subsequent fiscal years, until the termination of this Agreement, to continue to provide funding. In that regard, every subsequent year during the term, each Party pledges to use best efforts to obtain and appropriate funds for payment of the Agreed Amount, and deposit same in into the operations account of the Corporation within 30 days after budget approval. In the event any Party fails to budget the Agreed Amount in any subsequent budget year said Party shall inform the other Parties in writing within 10 business days of such failure. The remaining Parties may either continue with the Agreement, without the defaulting Party or terminate the defaulting Party’s rights and obligations under this Agreement and continue administering this Agreement without the defaulting Party.

VI. Administration.

- 6.1 This Agreement shall be administered collectively by County’s Judge; Rockport’s City Manager; Fulton’s Mayor and District’s Harbor Master. The administrators shall meet quarterly on the first Monday of each month. Special meetings may be called by two of the four administrators. A Party’s administrator may designate another person to act in his or her stead in the case of unavailability.
- 6.2 The administrators are charged with monitoring the contracts, services and programs authorized under this Agreement; and shall provide reports to their respective governing bodies as directed by said governing bodies.

VII. Binding Effect; Benefiting Parties

- 7.1 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.
- 7.2 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.
- 7.3 Any financial obligations contemplated in this Agreement are from funds appropriated by the Parties in the current fiscal year budget for such public purpose and any future financial

obligations contemplated in this Agreement are subject to the appropriation of those funds in future fiscal year budgets.

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

- 8.1 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.
 - 8.1.1 The services provided for herein are governmental functions, and the Parties shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
 - 8.1.2 The relationship of the Parties shall be that of independent contractors.
 - 8.1.3 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.
- 8.2 Each Party shall have no liability whatsoever for the actions of, or failure to act by, any employees, contractors, subcontractors, agents, representatives, or assigns of the other Party in connection with the Agreement, and the Parties covenants and agree, to the extent permitted by law, that each shall be solely responsible 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 its respective employees, contractors, subcontractors, agents, representatives, or assigns, in connection with the Agreement.
- 8.3 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 County, Rockport, Fulton nor the District 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.
- 8.4 No Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, commissioners, board members, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.
- 8.5 No Party waives or relinquishes any of its legislative or police powers. No Party shall be bound by recommendations made by the Local Government Corporation that a Party act or not act to provide economic incentives or take other legislative action.

IX. Notices

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

County: Aransas County
C.H. "Burt" Mills, Jr. County Judge
2840 Highway 35 North
Rockport, Tx 78382

Rockport: City of Rockport
Kevin Carruth, City Manager
2751 Highway 35 bypass
Rockport, Tx 78382

Fulton: Town of Fulton
Jimmy Kendrick, Mayor
P.O. Box 1130
Fulton, Tx 78358

District: Aransas County Navigation District
Keith Barrett, Harbor Master
911 Navigation Circle
Rockport, Tx 78382

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

X. Severability

10.1 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.

XI. Entire Agreement

11.1 This Agreement is the entire agreement between the Parties 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 the Parties in accordance with the formalities of this Agreement.

XII. Governing Law; Venue

12.1 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 Aransas 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 Aransas County, Texas. The Parties agree to submit to the jurisdiction of said court.

XIII. Term and Termination

13.1 This Agreement shall be effective as of the date on which the last Party signs this Agreement and shall remain in effect for a period of three (3) years. This Agreement may be renewed for up to five three-year terms upon the agreement of the Parties. Any party may terminate its participation in this Agreement with or without cause and without penalty prior to the Termination Date by providing ninety (90) days written notice to the other parties of its intent to terminate.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above.

PASSED and APPROVED by ARANSAS COUNTY COMMISSIONERS COURT on the _____ day of May 2019.

ATTEST:

ARANSAS COUNTY:

Valerie K. Amason, County Clerk

C.H. "Burt" Mills, Jr., County Judge

PASSED and APPROVED by ROCKPORT CITY COUNCIL on the _____ day of May 2019.

ATTEST:

CITY OF ROCKPORT:

Teresa Valdez, City Secretary

Kevin Carruth, City Manager

PASSED and APPROVED by TOWN OF FULTON COUNCIL on the _____ day of May 2019.

ATTEST:

TOWN OF FULTON:

Jan Hill, City Secretary

Jimmy Kendrick, Mayor

PASSED and APPROVED by **ARANSAS COUNTY NAVIGATION DISTRICT COMMISSIONERS** on the _____ day of May 2019.

ATTEST:

**ARANSAS COUNTY NAVIGATION
DISTRICT**

Nelda Covarrubias, Administrative Assistant

Keith Barrett, Harbor Master