

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LAREDO AND THE COUNTY OF WEBB**

Wormser Road Realignment Project

This agreement is entered into between the County of Webb, a political subdivision of the State of Texas, hereinafter referred to as "County" and the City of Laredo, a municipal corporation and home rule city, hereinafter referred to as "City" pursuant to Chapter 791 Texas Government Code;

WHEREAS, County and City desire to cooperate and collaborate on the construction of a new roadway segment (hereinafter referred to as "Project"), realigning Wormser Road east of its intersection with Cuatro Vientos/Loop 20; and

WHEREAS, County and City each have the authority to construct roadway improvements; and

WHEREAS, County has received state funding for roadway construction and maintenance through the State's County Transportation Infrastructure Fund Grant Program; and

WHEREAS, sections of the Project are within the corporate limits of the City of Laredo; and

WHEREAS, County has submitted a plat and construction plans for the Project and received approval; and

WHEREAS, City approves of the Project and on February 18, 2020 the City Council of the City of Laredo approved the delay of implementation of the City's Comprehensive plan to the Project; and

WHEREAS, County will acquire the roadway right-of-way and construct the Project; and

WHEREAS, County and City find that it is in the best interest of the public to enter into this Interlocal Agreement to facilitate the construction of the Project.

Now, therefore, City and County agree as follows:

Section 1. City consents to the construction of portions of the project within its corporate city limits.

Section 2. County shall address environmental issues or clearances directly with Project funding agency (TxDOT), design and construct Project.

Section 3. County shall acquire and plat a 120 foot roadway right of way realigning Wormser Road from its current intersection with Cuatro Vientos/Loop 20 east of intersection by moving the intersection south to align with Lomas del Sur Blvd. and continuing east of Cuatro Vientos/Loop 20 east northeast approximately 1 ¼ miles to reconnect and align with the existing Wormser Road.

Section 4. The roadway will be a 3 inch Type D HMAC surface with 4 inch Type B HMAC and 14 inches granular base (hereinafter "Pavement Section") constructed as a five lane, 64 ft. back-to-back road from its intersection at Cuatro Vientos/Loop 20 (at Lomas Del Sur Blvd.) eastward approximately 2,200 feet to the City of Laredo city limits from this point the paved section will taper down to a two lane 26 ft. section back of curb to edge of paved section (with additional paved shoulder).

Section 5. County shall maintain Project for a minimum of one year after acceptance of Project by County or after the one year warranty period, whichever is later. Upon the expiration of the one year term, the City may assume control of those sections of Project that are within its corporate city limits and City may request County convey its right and title to those sections of the Project.

Section 6. Design specifications for the Project will generally meet the requirements of the City of Laredo, however given the funding constraints and funding limitations, the following items are optional, and within the County's sole discretion, and not mandatorily required by City for purposes of final plat approval and/or permit approval purposes:

- a. 20 foot wide corridor easement for the 24 inch Water Line along the Road.
- b. 24 inch pvc pipe crossings to include steel casing. Install casing – water alignment out of TxDOT right-of-way.
- c. 12 inch water line crossings.
- d. Storm Water detention.
- e. Street light trenching and associated conduit.

Section 7. City acknowledges and confirms that final plat and construction plans (including the Pavement Section specifications) have been timely submitted to City and approved, subject only to the optional items set forth in Section 6. As this is a Project of mutual benefit to City of Laredo and Webb County, City agrees to waive or refund City imposed fees, including all plat fees, building permit fees and annexation fees (if any).

Section 8. Any additional cost associated with additional services to be performed shall be the sole obligation of the party incurring them.

Section 9. Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

TO THE COUNTY:
Webb County Judge
Webb County Courthouse
3rd Floor
1000 Houston
Laredo, Texas 78040

TO THE CITY:

City Manager
City Hall
1110 Houston
Laredo, Texas 78040

copy to: City Attorney
1110 Houston St.
Laredo, Texas 78040

- Section 10. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- Section 11. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- Section 12. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- Section 13. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.
- Section 14. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.
- Section 15. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- Section 16. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- Section 17. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.
- Section 18. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- Section 19. No rights created. This Agreement is not intended to and does not create any rights or interest in persons not a party hereto.
- Section 20. Immunity. Neither County or City waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- Section 21. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

This contract was approved by the Commissioners Court of Webb County on the ____ day of September, 2020, and by the City Council of the City of Laredo, on the _____ day of September, 2020.

WEBB COUNTY
A political subdivision of the

CITY OF LAREDO
A Texas municipal corporation.

State of Texas

Tano E. Tijerina
Webb County Judge

Signed this ____ day of _____, 2020.

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Nathan R. Bratton
General Counsel
Civil Legal Division

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Robert A. Eads
City Manager

Signed this ____ day of _____, 2020.

ATTEST:

Jose A. Valdez, Jr.
City Secretary

Kristina Laurel Hale
Acting City Attorney

Draft: Subject to Revision