

THE STATE OF TEXAS §
ARANSAS COUNTY §

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between Aransas County, Texas, hereinafter referred to as the "LEAD COUNTY," acting through its Commissioners' Court, and the Counties of San Patricio, Refugio, and Victoria Counties and the City of Rockport, acting through their respective Commissioners Courts and City Council, collectively referred to as the "ASSOCIATED PARTIES", and LEAD COUNTY and ASSOCIATED PARTIES collectively referred to as "PARTIES".

Whereas, the LEAD COUNTY and its communication infrastructure was severely impacted by the landfall of Hurricane Harvey on August 25, 2017 causing dangerous service outages, and

Whereas, the ASSOCIATED PARTIES also suffered damages to their communication capabilities, and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES all agree that the lack of advanced communications capability in emergency situations is a threat to public health and safety, and

Whereas, the LEAD COUNTY and the ASSOCIATED PARTIES agree that damages suffered to the communication infrastructure during the Hurricane Harvey event put the lives and property of the public and first responders at risk, and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES believe that mitigation, advanced planning, and preparation efforts that make the communication infrastructure less vulnerable to severe weather events in the future is essential in the Coastal Bend area of Texas, and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES concur that the planning, development and implementation of a fiber optic loop will significantly mitigate the threat from various natural hazards to the communication infrastructure and increase the protection to lives and property of citizens and first responders in the Coastal Bend area, and

Whereas, the Texas General Land Office ("GLO") has approved Lead County's application to receive Community Development Block Grant – Disaster Recovery (CDBG-DR) funding in the amount of \$398,325 to conduct a feasibility study and an additional \$23,925 allowance for administrative functions and environmental review and permitting for the project, and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES are applying for a Community Development Block Grant - Mitigation (CDBG-MIT) grant to fund the final design and construction of a fiber optic loop in Aransas, San Patricio, Refugio and Victoria Counties, hereinafter referred to as "Project", and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES have conducted reviews and updated all grant compliance and auditing procedures including a public outreach program that comply with all Texas General Land Office (GLO), and Community Development Block Grant – Mitigation (CDBG-MIT) grant requirements, and

Whereas, the LEAD COUNTY and ASSOCIATED PARTIES have amended their Citizen Participation Plans to reflect requirements of the CDBG-MIT Program.

NOW THEREFORE BE IT RESOLVED THAT:

LEAD COUNTY agrees to provide leadership and advanced planning to support CDBG-MIT grant funds being offered through the Hurricane Harvey State Mitigation Competition conducted by the GLO. The term of this Agreement shall be from October 22, 2020, until the CDBG-MIT grant (if awarded) is closed by GLO or when Lead County receives notification that award of funds was not accomplished, whichever is the earlier.

Any PARTY may terminate this Agreement with sixty (60) days written notice to any of the other parties, but such early termination shall not relieve the parties from any potential financial obligations addressed below.

PARTIES agree:

1. PARTIES will each provide their share of the matching funds (total of .9%) as provided below if the grant is awarded by GLO. Contributions are based upon preliminary project mileage and other associated improvement costs. Total estimated cost is \$47,840,441 (See *Exhibit "A"*) with a total 1% match of \$453,404.41.
 - a. Aransas County will provide \$288,404.41.
 - b. City of Rockport will provide \$100,000.
 - c. Victoria County will provide \$25,000.
 - d. Refugio County will provide \$15,000.
 - e. San Patricio County will provide \$25,000.
2. Subject to grant contract award, PARTIES agree to enter into an Intergovernmental maintenance, operation, and ownership agreement, subject to state/federal law and recommendations that come from the GLO funded feasibility study awarded to Lead County by GLO.
3. PARTIES agree to support the GLO Grant application of the Southern Loop Project (San Patricio) and San Patricio agrees to support Northern Loop Partners (Victoria, Refugio, Aransas, Rockport) GLO Grant application. Partners of each group agrees (if awarded grant) to interconnect both systems.
4. PARTIES agree to the proposed alignment as depicted in *Exhibit "B"*.

PARTIES agree, that the LEAD COUNTY subject to grant award, shall perform the following duties:

1. LEAD COUNTY shall prepare and submit the CDBG-MIT grant application on behalf of the Parties and execute requisite documentation with GLO.
2. LEAD COUNTY shall manage and administer the grant funding including all associated procurement for the CDBG-MIT grant funded project and endeavor to execute grant management responsibilities in a timely and efficient manner.

3. LEAD COUNTY shall be the repository of all receipts, accounting, and documentation pertinent to the CDBG-MIT grant and furnish such to GLO and ASSOCIATED PARTIES according to CDBG-MIT grant terms or upon GLO request as applicable.
3. LEAD COUNTY shall serve as the primary contact in all matters pertaining to the CDBG-MIT grant and serve as the official conduit for communication between the LEAD COUNTY, GLO, ASSOCIATED PARTIES, and general public.
4. LEAD COUNTY shall form and support a Technical Advisory Committee (TAC) with appointed representatives of the ASSOCIATED PARTIES to provide technical feedback and stay fully informed and updated on the progress of the project. The TAC will meet monthly (or as needed) to receive project updates from the engineer and/or technical staff/contractors conducting the evaluation and provide feedback.
5. LEAD COUNTY will provide a qualified engineer procured and awarded, meeting all federal and state requirements, to provide studies, preliminary designs, cost estimates, and any permit and final engineering required for the project. LEAD COUNTY will be responsible for directing the engineer's activities, subject to GLO approved project scope, in coordination and cooperation with the ASSOCIATED PARTIES via the TAC.
6. LEAD COUNTY will receive all invoices from the engineer and other contractors associated with the project; and will be responsible for all payments through the LEAD COUNTY Auditor's office.
7. LEAD COUNTY will track funding and submit all reimbursements to GLO through the GLO portal and collect all funds through the LEAD COUNTY Auditor's office.
8. LEAD COUNTY will provide work-in-progress documents received to ASSOCIATED PARTIES through the TAC.
9. LEAD COUNTY will provide all deliverables to GLO upon completion and close out of the CDBG-MIT grant.

Parties agree, that the ASSOCIATED PARTIES subject to grant award, shall perform the following duties:

1. ASSOCIATED PARTIES agree to provide requisite supporting documentation as necessary to complete the grant application in a timely manner.
2. ASSOCIATED PARTIES will actively participate in the TAC and provide feedback on technical matters and decisions.
3. ASSOCIATED PARTIES understand the draft concept of the Fiber Optic Loop hazard mitigation grant proposal (SEE ATTCHMENT A-1) and agree to comply with applicable Federal and State rules associated with the project.
4. ASSOCIATED PARTIES agree to permit LEAD COUNTY's agents, representatives, consultants and employees access to the Project site or any part thereof located on property owned by the ASSOCIATED PARTIES at reasonable hours upon reasonable advance notice (which may be given verbally).

The PARTIES further agree that any CDBG-MIT grant funds provided by GLO to the LEAD COUNTY and ASSOCIATED PARTIES are without warranty of any kind. Nothing herein shall be construed to create any rights in third parties.

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. The services provided for herein are governmental functions, and the ASSOCIATED PARTIES and the LEAD COUNTY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement. The relationship of the LEAD COUNTY and the ASSOCIATED PARTIES 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. 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. 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 ASSOCIATED PARTIES nor the LEAD 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. None of the PARTIES hereto waives or relinquishes any immunity or defense on behalf of itself, its Commissioners, Councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein

This Agreement may be executed by the PARTIES in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

EXECUTED on the dates indicated below but effective as of the ___ day of October 2020.

ARANSAS COUNTY
2840 State Highway 35 North
Rockport, TX 78382

C.H. "BURT" MILLS
COUNTY JUDGE

ATTEST:

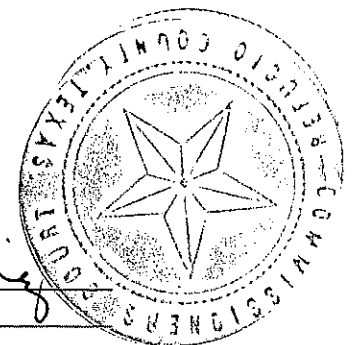
VALERIE AMASON
COUNTY CLERK

REFUGIO COUNTY
808 Commerce St., Room 104
Refugio, TX 78377

ROBERT BLASCHKE
COUNTY JUDGE

ATTEST:

IDA RAMIREZ
REFUGIO
COUNTY CLERK



SAN PATRICIO COUNTY

DAVID KREBS
COUNTY JUDGE

ATTEST:

COUNTY CLERK

VICTORIA COUNTY

BEN ZELLER
COUNTY JUDGE

ATTEST:

COUNTY CLERK

CITY OF ROCKPORT

MAYOR RIOS
CITY MAYOR

ATTEST:

CITY SECRETARY

**FIBER OPTIC LOOP PROJECT COST ESTIMATES &
MATCHING FUNDS ALLOCATION**

FIBER OPTIC PROJECT COST ESTIMATES	
Cost Items	Cost Estim. w/o Underwater Boring
Equipment	\$ 1,306,426
Boring	\$ 14,931,850
Backbone	\$ 22,178,184
Secondary Fiber	\$ 6,184,010
Take-Offs	\$ 961,854
5% Grant Management	\$ 2,278,116
Total Estimated Project Cost	\$ 47,840,441

Match Sources 1% of Project Cost	
Aransas	\$ 288,404
Rockport	\$ 100,000
Victoria	\$ 25,000
San Patricio	\$ 25,000
Refugio	\$ 15,000
Match Requirement 1%	\$ 453,404

Aransas County

Fiber Optic Loop

Fiber Line: 113 Miles



0 5 10 Miles



Esri - 2020, Aransas County - 2020

Goliad

Victoria

Calhoun

Take-Off Point (Tivoli School)

Refugio

Take-Off Point (Refugio Courthouse)

Bee

Aransas

Project Location:
28.214002, -96.988974

San Patricio

Nueces

Jacks

