

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BASTROP, TEXAS
AND BASTROP COUNTY

This Interlocal Agreement ("Agreement") is between the **CITY OF BASTROP, TEXAS** ("City"), a duly organized and operating Home Rule municipality of the State of Texas, and the **COUNTY OF BASTROP, TEXAS** ("County"), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the "party," and collectively as the "parties."

WITNESSETH:

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the construction of a Communication Tower ("Project"); and

WHEREAS, on August 23, 2022, the City of Bastrop City Council held a lawful open meeting to consider the terms of an agreement between the City and the County which would allow for the completion of the Project; and

WHEREAS, the parties agree that allowing the County certain variances and exemptions, as further described below, will enable the public to enjoy the benefits of improved services and communication between emergency service providers; and

WHEREAS, the parties intend implementation of this Agreement to ensure fair and reasonable development regulations and procedures related to this project.

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

1. Purpose

- 1.1 The objective of this Agreement is to detail the roles and responsibilities of the City and the County, and to identify the applicable regulations that will be applied to the Project, except as specifically exempted from this Agreement, as noted herein.

2. Ordinance Exemptions

- 2.1 The County shall be exempted from the following sections, language, and applicable requirements provided in the Place Type 3 Zoning requirements, related to build to lines, parking requirements, building frontage, encroachment, public frontage and other lot occupation standards. The maximum height requirements of 75 feet shall also be waived in the interest of public health and safety to build a wireless communications tower that will provide the technology needed to support communication equipment for public

safety.

3. Obligations of the County

- 3.1 The County shall provide a detailed site development plan showing the Tower support structure, antennas, and equipment in relation to the existing surroundings including screening, fencing, camouflage, off-street parking, and access from the Tower support structure to the nearest public street.
- 3.2 The County shall collaborate with its contractor to develop any plans necessary for subdivision and site plan compliance provided in the City of Bastrop Code of Ordinances.
- 3.3 The County shall provide evidence of satisfactory completion of a certification of compliance for personal wireless service providers issued by the Public Safety Technology Office prior to actual use of the proposed facility, such certification to include a verification letter that all required Federal Aviation Administration (FAA) and Federal Communications Commission (FCC) approvals have been requested and that site-specific structural engineering and nonionizing electromagnetic radiation (NIER) reports are available on request from the County.
- 3.4 The County shall exercise the typical standard of care as required for all projects.
- 3.5 The County will reimburse the city for expenses related to a survey of the property and other closing cost related to closing and title work.

4. Obligations of the City

- 4.1 The City shall exempt the County from compliance with and enforcement of the ordinances provided in Article II.
- 4.2 The City shall cooperate in good faith with the County and the contractor in developing or modifying the plans, as needed and pursuant to this Agreement.
- 4.3 The City shall provide for the acceptance and administration of all plans submitted by or on behalf of the County for the Communication tower project.
- 4.4 The City shall convey only the land it owns that is necessary to proceed with the completion of the Project. The legal description of the property to be conveyed is 2.205 acres of Building Block 152 East of Water Street located in the City of Bastrop, County of Bastrop, State of Texas as follows, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.
- 4.5 The city shall provide a metes and bounds survey of the property and perform a title policy at the request of

5. Term and Termination

- 5.1 The term of this Agreement shall begin on the date of execution of this Agreement and run for a Twenty 20-year term and shall automatically renew on its anniversary date every five (5) years, unless otherwise amended or terminated by the parties in writing.

- 5.2 As used in this Agreement, "default" shall mean the failure of the County or City to perform any obligation at the time and in the manner required by this Agreement.
- 5.3 Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party shall promptly give written notice of such default to the party in default. The party in default shall have thirty (30) days after receipt of such notice of default within which to cure such default and, if cured within such time, the default specified in such notice shall cease to exist.
- 5.4 If default is not cured as provided in this Agreement, the party not in default may resort to all remedies under the law. The parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement. Following the expiration of sixty (60) days after receipt of notice of default by the defaulting party, and providing that the default complained of has not been cured by the defaulting party, then the non-defaulting party may, in addition to any other rights or remedies available at law or in equity, terminate this Agreement by providing written notice to the defaulting party, with the termination to be effective on such future date as specified in the notice of termination sent to the defaulting party.

6. Miscellaneous Provisions

- 6.1 **Non-Waiver.** No waiver of any one or more events of default shall operate as, or be deemed to be, a permanent waiver or any rights or obligations, an express or implied waiver of any rights or obligations, or an express or implied acceptance of any other existing or future event of default, whether of a similar or different character; nor shall such a waiver constitute either an amendment of the terms of this Agreement, or a practice or course of dealing between the parties contrary to the terms of this Agreement.
- 6.2 **Law and Venue.** This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
- 6.3 **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or City nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the state of Texas.
- 6.4 **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by the County and the City.
- 6.5 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is

determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

- 6.6 **Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 6.7 **Notices.** Any notice given pursuant to this Agreement shall be given in writing and delivered or mailed by Certified or Registered United States Mail, postage prepaid, addressed as follows:

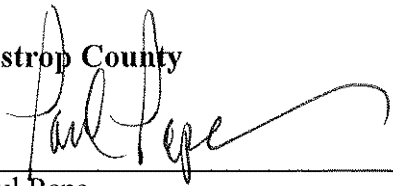
To the County:
Bastrop County
Attn: Krista Bartsch, County Clerk
P.O. Box 577
Bastrop, Texas 78602

To the City:
City of Bastrop
Attn: Sylvia Carrillo, City Manager
1311 Chestnut Street
Bastrop, Texas 78602

With a copy to:
Alan Bojorquez
Bastrop City Attorney
Bojorquez Law Firm, PC
11675 Jollyville Road, Suite 300
Austin, Texas 78759

- 6.8 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.
- 6.9 **Relationship.** Each party is acting independently; neither is an agent, servant, or employee of the other; and the parties are not engaged in a joint enterprise.
- 6.10 **Assignment.** This Agreement may not be assigned without the prior written consent of the other party.

- 6.11 Attorneys' Fees. If any lawsuit or other legal proceeding is brought by one party against the other, each party shall bear their respective attorneys' fees and court costs.
- 6.12 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 6.13 Insurance. Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.

Bastrop County


Paul Pape
County Judge

City of Bastrop

Connie Schroeder Feb 13, 2023

Connie Schroeder,
Mayor

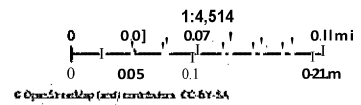
Exhibit A
Property Description

Building Block, BLOCK 152 E W ST, ACRES 2.205 further described as
Property located at 2001 South Street (2.205-acres), Bastrop, Texas



1012B12022, 1:311:56 AM

D Abstracts Lot Un s
CJ Parcels Bastrop Roads



Bastrop County Appraisal District, GIS Consulting - www.bastropaz.com
Disclaimer: This product is for informational purposes only and has not been prepared for or is suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Signature: *Connie Schroeder*

Email: cschroeder@cityofbastrop.org