

**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**, pursuant to Chapter 791 of the Texas Government Code, the Parties are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and each Party performing functions they would be authorized to perform individually; and

**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 provision of professional survey services for the drainage analysis of the Hunter's Crossing Channel outfall and related drainage improvements work ("Project"); and

**WHEREAS**, the Hunter's Crossing Channel outfall is located in part within the City limits and in part within the shared jurisdiction of the City's extraterritorial jurisdiction and the County; and

**WHEREAS**, the County intends to perform certain drainage improvement in, around, or near the Hunter's Crossing Channel outfall, which may affect drainage improvements located within the City limits, and the City desires to provide certain professional survey services for the needed drainage analysis so that the Parties can ensure the shared public benefits from such drainage improvements work can be realized through 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 for the Project.

**2. Obligations of the City**

2.1 The City shall, at its expense, perform the professional survey services for the drainage analysis of the Hunter's Crossing Channel outflow, as described in more detail in the scope of services attached hereto as Exhibit A ("Survey").

- 2.2 Under this Agreement, the City and its contractors may access the properties necessary to perform the Survey pursuant to the Right of Entry agreements with the property owners that have been obtained by the County. The City shall notify the County at least 24 hours in advance of any access to the properties by the City or its contractors. When accessing the properties to perform the Survey, the City and its contractors shall exercise the typical standard of care as required for all City projects and comply with all terms of this Agreement and the Right of Entry agreements.
- 2.3 The City shall provide the results of the Survey to the County within ten (10) business days of when the City receives such results, including any comments from the City based on such Survey results that pertain to the County's proposed drainage improvements plans in this area.

### **3. Obligations of the County**

- 3.1 The County shall obtain (or has already obtained) all of the Right of Entry Agreements necessary to access the properties to perform the Survey, attached hereto as Exhibit B. The County hereby agrees that the City and the City's contractors who will perform the Survey are considered "contractors" or "subcontractors" of the County solely for the purposes of being authorized to access the properties under the Right of Entry Agreements.
- 3.2 Upon receipt of the results of the Survey, the County shall cooperate in good faith with the City to review the Survey results and respond to any comments from the City on the County's proposed drainage improvements plans in this area.
- 3.3 The County shall, at its expense, perform the County's proposed drainage improvement in this area in accordance with the County's plans, the results of the Survey, and the County's review and responses to the any comments from the City based on the Survey results.

### **4. Other Terms of Agreement**

- 4.1 *Term.* The term of this Agreement shall begin on the date of execution of this Agreement and end upon the completion of the obligations set forth herein by both Parties.
- 4.2 *Termination.* Upon failure of either party to this Agreement to perform an obligation required hereunder, the other party may 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. If default is not cured as provided in this Agreement, the party not in default may terminate this Agreement by giving written notice of termination and may resort to all remedies under the law or in equity.

Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement for convenience with no penalty, with or without cause, by providing either Party with ninety (90) days' written notice of its desire and intent to terminate this Agreement.

- 4.3 *Independent Actors.* 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.

- 4.4 *Insurance.* Each party shall, at its sole cost, provide liability insurance for itself covering its own activities and duties set forth herein.
- 4.5 *Assignment.* Neither Party may assign their interest in this Agreement except upon receiving the written consent of the other Party.
- 4.6 *Entire Agreement.* This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein and supersedes any prior understanding or written or oral agreements between the Parties.
- 4.7 *Amendment.* No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- 4.8 *Compliance with Laws.* The Parties shall not violate any federal, state, or local laws, regulations or ordinances in the performance of this Agreement.
- 4.9 *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.
- 4.10 *Governing Law; Venue.* This Agreement shall be governed by the laws of the State of Texas. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the County of Bastrop and the State of Texas unless otherwise agreed in writing by the Parties.
- 4.11 *Dispute Resolution; Attorneys' Fees.* The parties agree that if a dispute arises under this Agreement, the parties shall attempt in good faith to resolve the dispute through mediation prior to litigation. In the event of litigation pertaining to the Agreement, the parties shall each bear their respective attorneys' fees and court costs incurred as a result of any action to enforce this Agreement.
- 4.12 *Approval by Governing Bodies.* The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of the City of Bastrop and Bastrop County, respectively, as approved by their respective governing bodies. This Agreement has been approved by the governing bodies of the County and the City of Bastrop.
- 4.13 *Current Revenues.* Pursuant to Texas Government Code Section 791.011(c)(3), the Parties shall use current revenues for any payments under this Agreement.
- 4.14 *No Waiver of Immunity.* Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City, the County, their past or present officers, employees, or

agents.

- 4.15 *Notices.* All notices required hereunder must be addressed to the proper Party, at the following address:

County of Bastrop  
Attn: \_\_\_\_\_, \_\_\_\_\_  
804 Pecan Street  
Bastrop, TX 78602

City of Bastrop  
Sylvia Carrillo-Trevino, City Manager  
1311 Chestnut Street  
Bastrop, TX 78602

- 4.16 *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 last written below.

*[Signatures on following page.]*

**CITY OF BASTROP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

**COUNTY OF BASTROP**

By: \_\_\_\_\_

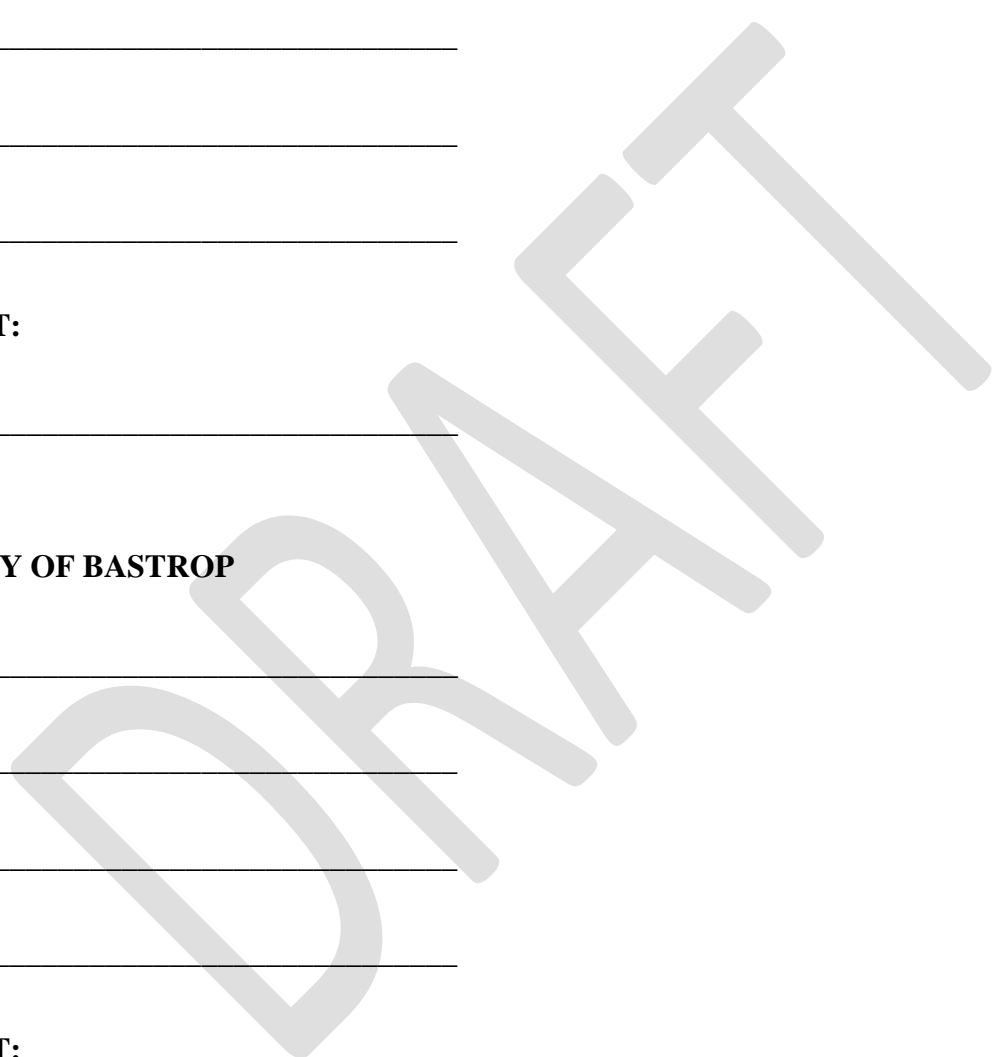
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_



**EXHIBIT A**

**SCOPE OF SERVICES FOR SURVEY**

DRAFT

**EXHIBIT B**

**RIGHT OF ENTRY AGREEMENTS**

DRAFT