

# INTERLOCAL COOPERATION AGREEMENT FOR ROAD IMPROVEMENTS County of Bastrop and City of Bastrop

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## I.PARTIES

THE COUNTY OF BASTROP("County"), a local political subdivision of the State of Texas and the City of Bastrop("City"), a Texas Home-Rule Municipality, hereby enter into this Interlocal Agreement.

## II.PURPOSE

The County of Bastrop and the City of Bastrop are referred to jointly herein as the "Parties", and individually as a "Party", Bastrop County and The City of Bastrop hereby enter into this Interlocal Agreement ("Agreement") for the annual routine paving and maintenance of roads, limited to a mutually agreed upon scope of work, determined annually, by the City Manager and County Commissioner of the appropriate Precinct.

## III.RECITALS

1. 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 which will create improvements for roads in Bastrop County, within the City and provide for the public health and welfare.

## IV. AGREEMENT

### A. CITY AND COUNTY RESPONSIBILITIES.

1. The City Manager and the County Commissioner of the appropriate Precinct shall agree annually to a list of City Streets and scope of work for the routine paving and maintenance to be completed during that fiscal year. That list shall be mutually agreed upon substantially in the form of Exhibit A ("City Streets").
2. The City of Bastrop agrees to pay for all paving materials, utilized on the City Streets.
3. The City may request for The County to purchase the paving material under County contracted/bid rates and The City agrees to reimburse The County for all paving materials

ordered by Bastrop County with said payment to occur within 30 days of receipt of an invoice for said material from Bastrop County.

4. The County will provide the labor and equipment utilized for the County to perform the mutually agreed upon scope of work on The City Streets.

## **V. OTHER TERMS OF AGREEMENT**

**A. NOTICE AND ADDRESSES** All notices required hereunder must be addressed to the proper Party, at the following address:

**To the County:**

County of Bastrop  
Attn: Bastrop County Commissioner Precinct 1, or  
Bastrop County Commissioner Precinct 2  
804 Pecan Street  
Bastrop, TX 78602

**To The City of Bastrop:**

Sylvia Carrillo  
City Manager  
1311 Chestnut Street  
Bastrop, TX 78602

**B. PRIOR AGREEMENTS SUPERCEDED** 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.

**C. 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.

**D. GENERAL WAIVER BY PARTIES** The Parties hereby waive and release each other from all claims for loss or damage caused by the Parties to this Agreement.

**E. LEGAL COMPLIANCE** The Parties shall not violate any federal, state, or local laws, regulations or ordinances in the performance of this Agreement.

**F. GOVERNING LAW AND PLACE FOR PERFORMANCE** This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. 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. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a

dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.

**G. SIGNATURE WARRANTY CLAUSE** 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.

**H. NO WAIVER OF IMMUNITIES** Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by the City of Bastrop, the County, their past or present officers, employees, or agents.

**I. APPROVAL BY GOVERNMENTAL BODIES** This Agreement has been approved by the governing bodies of the County and the City of Bastrop. Pursuant to section 791.011(c) (3), the parties shall use current revenues for any payments under this agreement.

**J. ASSIGNMENT** Neither Party may assign their interest in this Agreement except upon receiving the written consent of the other Party.

**K. TERMINATION** The agreement shall be for ONE YEAR from the effective date hereof and will automatically be renewed on **October 1 each year thereafter** until modified or terminated by the parties. Ninety (90) days prior to the anniversary date of this Agreement, the Parties will determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing either Party with a written notice of its desire and intent to terminate this Agreement to the persons listed in V. (A) above.

(Signatures on following page)

EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF BASTROP**

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

Printed Name: Lyle Nelson

Title: Mayor

**ATTEST:**

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

**COUNTY OF BASTROP**

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

Printed Name: Gregory Klaus

Title: County Judge

**ATTEST:**

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

**Exhibit "A"**

**I. City Streets (Fiscal Year \_\_\_\_\_)**

ROAD/ROAD SEGMENT (Include street name and start/end points for work)	LENGTH (feet)	ANTICIPATED CONSTRUCTION TIME FRAME
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**II. Scope of Work**

[See attachments for scope of work of the routine paving and maintenance to be performed.]

Pursuant to the terms of the Interlocal Agreement, the Parties hereby agree to the above list of City Streets and Scope of Work for the Fiscal Year stated above.

**EXECUTED TO BE EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
County Commissioner Precinct No. \_\_\_\_\_, The County of Bastrop

\_\_\_\_\_  
City Manager, The City of Bastrop