

**INTERLOCAL AGREEMENT
BETWEEN MATAGORDA COUNTY
AND CITY OF BAY CITY
REGARDING CONSTRUCTION,
IMPROVEMENT, MAINTENANCE,
AND/OR REPAIR OF PORTIONS OF
12TH STREET**

This Interlocal Agreement ("Agreement") is made by and between the City of Bay City, a municipality of the State of Texas ("City") and Matagorda County, a political subdivision of the State of Texas ("County"). This Agreement provides for the funding of labor and materials to repair the 12th street road, located in a portion of the municipality jurisdiction of the City as well as the County, hereinafter referred to as the "Project."

WHEREAS, the County and the City value the completion of the Project which involves a road which is an integral part of the County's road system; and

WEHREAS, the County and the City mutually desire to be subject to the provisions of Texas Government Code Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, the County desires the participation of the City in the Project as authorized by Texas Transportation Code 251.012.

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

I.

The term of this Agreement shall commence upon execution by all parties and shall terminate upon completion of the Project and payment by the County for the materials as provided herein, unless sooner terminated as provided in the succeeding provisions hereof.

II.

The Project is described as follows: repairing of the 12th street road in Bay City, Matagorda County, Texas, and as shown in the attached and incorporated Exhibit A.

III.

Pursuant to Texas Government Code Section 791.011, the parties hereto agree that the purpose of this Agreement is to ensure that certain governmental functions and services in the area of streets, roads and drainage are performed. The parties hereto further agree that each of them is authorized to perform the functions and services individually.

IV.

The County agrees to secure all necessary surveying, engineering and construction services related to the Project. The County shall have prepared plans and specifications for the Project and shall oversee construction of the Project. The County shall hire the Contractor that provided an estimate for the repairs as attached and incorporated herein as Exhibit B.

The City agrees to pay the costs of the repairs of 12th Street from Highway 35 until Moore Street in Bay City, Texas which represents fifty percent (50%) of the total work of the Project.

The City shall pay their share of the costs, equal to fifty percent (50%) of the total cost of Exhibit B including any required change order, directly to the Contractor.

V.

All payments made by the County and City under the terms of this Interlocal Agreement will be paid from current revenues available to the County and City respectively.

VI.

This Agreement may be terminated in whole or in part by the County or the City upon thirty (30) days written notice to the other parties setting forth a substantial failure by the defaulting party to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effective unless the defaulting party is given: (1) written notice delivered by certified mail, return receipt requested, of the intent to terminate setting forth the substantial failure to perform; and (2) not less than thirty (30) calendar days to cure the failure; and (3) an opportunity for consultation with the terminating party prior to terminations.

For County:

Matagorda County Judge
1700 7th Street, Room 301
Bay City, Texas 77414

Courtesy Copy To:

Matagorda County Attorney
1700 7th Street, Room 305
Bay City, Texas 77414
attorney@co.matagorda.tx.us

City of Bay City

City of Bay City Mayor
1901 Fifth Street
Bay City, Texas 77414

VII.

The covenants, conditions and terms hereof are to be construed under the laws of the State of Texas and are performable by all parties in Matagorda County, Texas. The parties mutually agree that venue for any obligation arising from this Agreement shall lie in Matagorda County, Texas.

VIII.

This written agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms of their agreement. This Agreement can be modified or rescinded only by writing signed by both of the parties or their duly authorized agents.

IX.

The County and City do not agree to waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The County and City specifically reserve any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

X.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XI.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are not in full force and effect.

MATAGORDA COUNTY

Bobby Seiferman
Matagorda County Judge

Date: _____

ATTEST:

Stephanie Wurtz

Date: _____

Matagorda County Clerk

CITY OF BAY CITY

Robert K. Nelson
Mayor of the City of Bay City

Date: _____

ATTEST:

Jeanna Thompson
City Secretary of the City of Bay City

Date: _____