

**~DISCUSS, CONSIDER, AND/OR APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAY CITY AND MATAGORDA COUNTY REGARDING THE BAY CITY SERVICE CENTER.**



## **EXECUTIVE SUMMARY**

### **INTERLOCAL AGREEMENT FOR SERVICE CENTER**

#### **BACKGROUND:**

Beginning in 2000, the County provided monetary support of \$3,591 annually to be used for repairs and maintenance at the request of Mrs. Gusman. This was prior to the City being deeded the property in May of 2009.

Since then, the County has honored the same commitment. This contract/agreement was updated in 2020 to reflect the change in ownership (i.e. removing the “Independent Contractor” language; removing the County having “sufficient control” to “sufficient observation” to insure public purpose is served)

There is a two-year agreement effective for the term beginning January 1, 2022 through December 31, 2023.

**FINANCIAL IMPLICATIONS:** County contributes \$3,591 per year for repairs and maintenance.

**RECOMMENDATION:** Staff recommends City Council approve the contract.

**ATTACHMENTS:** Contract between City and County

**Contract with City of Bay City - Service Center  
FY 2022 and FY 2023**

This Agreement is made and entered into by and between Matagorda County (“the County”), a Texas county, and the City of Bay City, (“City”) regarding the Bay City Service Center, which is a recreational or cultural facility under Chapter 301 of the Texas Local Government Code.

**WITNESSETH**

WHEREAS, Bay City Service Center is a recreational or cultural facility located within Matagorda County and providing services to residents of Matagorda County;

WHEREAS, the County is authorized by Chapter 301 of the Texas Local Government Code to expend funds for recreational or cultural facilities jointly with a municipality;

WHEREAS, the parties are undertaking a governmental function or service, the parties do not have a pecuniary purpose, let alone a common one; and there is no profit motive; and the only purpose of the contract is to further the public good;

WHEREAS, the County believes the Service Center is a great asset to the public and is committed to ensure the building stays in good repair for use by residents and non-profits.

WHEREAS, the City agrees to allow the County to exercise sufficient observation to insure that a public purpose is served and that the funds are used solely for the Bay City Service Center.

NOW THEREFORE, in consideration of the mutual covenants contained herein the County and City agree as follows:

**I. TERM OF CONTRACT**

This Agreement is effective for the term beginning January 1, 2022, through December 31, 2023. The term may be extended for an additional term or terms upon the Agreement of the parties which agreement shall be in writing signed by the parties on or before the last day of the term or any extensions thereof.

**II. PAYMENT TERMS**

The County agrees to provide THIRTY FIVE HUNDRED NINETY ONE AND NO/100 DOLLARS (\$3,591.00) annually to the City provided such funds are utilized by the City for the maintenance and repair of the Bay City Service Center. The County further agrees that payment of such funds will be made in an annual installment made by the County to the City on or before the 28th day of February, of each year during the term of this Agreement or any extension thereof. The Matagorda County Commissioners Court, at any regular or special session, may increase or decrease funding to The City, as deemed appropriate by County.

**III. CITY OF BAY CITY OBLIGATIONS**

The City agrees that the money contributed by the County shall be dedicated to the maintenance and repair of the Bay City Service Center.

The City agrees to continue to allow the County the ability to utilize the Bay City Service Center for public purposes such as elections at no cost.

The City agrees to prepare and present to the Commissioners Court a complete financial statement about the condition of the facility and a proposed budget for the anticipated financial needs of the facility for the next year as set forth in § 301.007 of the Texas Local Government Code.

#### V. SPECIFIC PERFORMANCE

It is understood that the County is contracting with the City and that all of the services to be performed under this Agreement shall be performed by the City and by no other person. The City shall not make, in whole or in part, any assignment of this Agreement or of any duty or obligation of performance hereunder.

#### VI. INDEMNIFICATION

The City will indemnify and hold harmless Matagorda County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees; provided, however, that the City shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the County, its officers, agents, servants and employees.

#### VII. LAWFUL CONDUCT

In performing the services hereunder, The City agrees to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated; provided, however, that the general specifications shall govern the obligations of the City where there exists conflicting ordinances of the County on the subject. The City specifically agrees to not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

#### VIII. TERMINATION AND NOTICES

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed hereunder, the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party. Within 10 days after the effective date of this termination, The City shall submit its final statement for the month in which termination occurs in the manner set out above for monthly statements.

The term of this Agreement may be terminated by either party giving the other party 30 days written notice of termination thereof. Any notice permitted or required to be given hereunder to The

City may be given by registered or certified United States Mail, postage prepaid, return requested, addressed to:

City of Bay City  
1901 5<sup>th</sup> Street  
Bay City, Texas 77414

Any notice permitted or requested to be given hereunder to County may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Matagorda County Commissioners Court  
1700 Seventh Street, Room 301  
Bay City, Texas 77414

Any notice mailed by registered or certified United States Mail, return receipt requested, as herein above provided, shall be deemed given upon deposit in the United States Mail.

#### IX. UNLAWFUL PROVISIONS

In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. Notwithstanding anything contained herein to the contrary, no party to this Agreement will be required to perform or render any services hereunder, the performance or rendition of which would be violation of any laws, rules or regulations relating hereto.

#### X. IMMUNITY

County does not 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 specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

#### XI. ATTORNEYS FEES AND COSTS

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to recover all costs of court including, without limitation, reasonable attorney's fees from the other Party, which attorney's fees may be set out by a court in a trial such action or may be enforced in a separate action brought for that purpose, and which fees will be in addition to any other relief which may be awarded.

#### XII. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

ATTEST:

COUNTY OF MATAGORDA

\_\_\_\_\_  
STEPHANIE WURTZ,  
County Clerk

By: \_\_\_\_\_  
NATE MCDONALD  
County Judge

ATTEST:

CITY OF BAY CITY

\_\_\_\_\_  
JEANNA THOMPSON  
City Secretary

By: \_\_\_\_\_  
ROBERT K. NELSON  
Mayor of Bay City