

STATE OF TEXAS

§

INTERLOCAL AGREEMENT

§

FOR ROADWAY REPAIR AND

COUNTY OF BEXAR

§

REHABILITATION

AGREEMENT

THIS INTERLOCAL AGREEMENT FOR ROADWAY REPAIR AND MAINTENANCE (“Agreement”) is effective as of the _____ day of _____, 2024 (“Effective Date”) by and between **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“County”), and the **CITY OF FAIR OAKS RANCH**, a Home-Rule Municipality (“City”). County and City shall be referred to, collectively, as “Parties” or, individually, as “Party”.

WHEREAS, this Agreement is entered into by County and City pursuant to the authority granted by the provisions of the Interlocal Cooperation Act which is found in Chapter 791 of the Texas Government Code as cited below; and

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, County and City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys, and rights-of-way that are of consistent quality of pavement along the whole length of roads that are a part of the County or City Road Systems, respectively, even those County Roads that lie within the City limits (See Texas Attorney General Opinions WW-1401, H-1018, and H-1019); and

WHEREAS, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

WHEREAS, the County and the City are “local governments” within the meaning of the Act; and

WHEREAS, the City and the County each itself has the authority under Texas law to perform such road and street maintenance, as required by the Act; and

WHEREAS, specifically section 791.0132 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality; and

WHEREAS, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (b)(3) permits that the county work may be done or financed by the county as an independent contractor with the municipality.

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

ARTICLE I
SERVICES

1.01 Definition. The term “Services” to be provided by the County to the City hereunder are services, including, the repair of asphalt and pavement of the streets and roads and corresponding repair to the subsurface and surface of Old Fredericksburg Road, as designated within the attached Exhibit “A”(the “Road”), as appropriate to Bexar County and as specifically agreed by and between the Parties, namely, those services specified herein.

1.02 Term.

- a) Unless terminated as provided herein, the term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter, the “Effective Date”). The term shall be from the Effective Date until the completion of the Services (the “Term”).

1.03 Services.

- a) In regard to the Road, the Parties agree as follows:

1. County shall be responsible for providing the labor and equipment required for rehabilitation of the Road.
2. City agrees to pay _____ [TBD] _____ actual material costs related to the maintenance and repairs of the Road.
3. The County shall be responsible for the construction, implementation and oversight of the repair and rehabilitation of the Road. This includes overseeing all aspects of the Services, from initial planning and design, to the actual work and final inspections in accordance with the approved plans and specifications (the “Plans”) provided by the County, attached and incorporated as Exhibit “B” below. All work shall be performed to meet the standards outlined in the Plans, ensuring compliance with applicable laws and regulations. The County will ensure that the necessary resources, personnel, and equipment are allocated efficiently to complete the repair in a timely and effective manner. Additionally, the County will handle all associated administrative tasks, including permits and compliance with relevant regulations.
4. Upon completion of the Services, City shall be solely responsible for the maintenance and upkeep of the Road, relieving the County of any further obligation of maintaining the Road.

ARTICLE II
PAYMENT/FEE

2.01 Payment. All invoices related to Services for the Road shall be provided by County on a monthly basis for all costs that are the obligation of the City under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt.

2.02 In accordance with the Interlocal Cooperation Act, any Party paying for the performance of governmental functions or services must make payments from current revenues available to the paying party.

ARTICLE III
TERMINATION

3.01 Termination. This Agreement may be terminated by either Party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating Party. If, upon providing or receiving notice of termination under this Section, County has begun performance of Services under this Agreement, County shall complete the work on that specific roadway and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either Party is released from the terms and obligations of this Agreement.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

4.01 County hereby appoints the Director of the Bexar County Public Works/County Engineer ("County Project Director") as its representative under this Agreement. County Project Director shall be the primary point of contact for City, unless County Project Director delivers to City, in writing, a notice designating another individual as Project Director.

4.02 City hereby appoints the City Manager as its designated representative under this Agreement ("City's Designated Representative"). The City Manager hereby appoints a secondary contact as the Director of Public Works. Should the City Manager appoint another individual to act as City's Designated Representative, City shall notify County of same in writing. City's Designated Representative shall be the primary point of contact for County, but the County may contact the secondary contact when necessary.

ARTICLE V
ENTIRE AGREEMENT

5.01 This Agreement, including the exhibit, constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. If there is a conflict between or among the provisions of this agreement and any of the following items, the order of precedence shall be as follows: (a) the Agreement, and (b) the exhibit to the Agreement.

ARTICLE VI
ASSIGNMENT OR TRANSFER OF INTEREST

6.01 Neither Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE VII
LEGAL CONSTRUCTION

7.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII
COMPLIANCE WITH LAWS AND ORDINANCES

8.01 Both Parties shall comply with all federal, state, and local laws and ordinances in connection with the work and services performed under this Agreement.

ARTICLE IX
TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE X
AMENDMENT

10.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the Parties hereto.

ARTICLE XI
NOTICES

11.01 All notices provided to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below, or at such other address as the Parties hereto may hereafter designate in accordance herewith, unless a provision of this Agreement designates another

party and provides an address. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY: Bexar County Judge
 Bexar County Commissioners Court
 Paul Elizondo Tower
 101 W. Nueva, Suite 1019
 San Antonio, Texas 78205

With a copy to: Director of Public Works
 Bexar County Public Works
 1948 Probandt Street
 San Antonio, Texas 78214

If to CITY: City Manager
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn Road
 Fair Oaks Ranch, Texas 78015

And

 Director of Public Works
 City of Fair Oaks Ranch
 7286 Dietz Elkhorn Road
 Fair Oaks Ranch, Texas 78015

ARTICLE XII **FORCE MAJEURE**

12.01 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents or employees which result from acts beyond that entity's reasonable control, including acts of God, strikes, or other labor disturbances, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to compensate for delay.

ARTICLE XIII **COOPERATION, RESERVATION OF RIGHTS**

13.01 The Parties agree to cooperate with each other, in good faith, at all times during the Term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with either Party's legal right to autonomously maintain and repair roads that have been identified as part of each entity's

respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

ARTICLE XIV
AUTHORITIZATION

14.01 Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective body. This Agreement shall not become effective until approved by the City Council of the City and Bexar County Commissioners Court and signed by both Parties.

ARTICLE XV
MULTIPLE COUNTERPARTS

15.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

[Signature Page to Follow]

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE ____ DAY OF _____, 2024.

COUNTY OF BEXAR

CITY OF FAIR OAKS RANCH

By: _____
PETER SAKAI
County Judge

By: _____
SCOTT M. HUIZENGA
City Manager

APPROVED AS TO LEGAL FORM:

ATTEST:

Peter Coussoulis
Assistant Criminal District Attorney
Civil Section

Christina Picioccio
City Secretary

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FINANCIAL CONTENT:

Leo S. Caldera, CIA, CGAP
County Auditor

DAVID SMITH
County Manager

Exhibit "A"
Designated Area

Exhibit "B"
Plans and Specifications