

CITY OF BASTROP

RESOLUTION NO. R-2024 - 040

**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH BASTROP COUNTY**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,  
APPROVING AN INTERLOCAL AGREEMENT FOR ROAD  
IMPROVEMENTS WITH BASTROP COUNTY;  
AUTHORIZING THE EXECUTION OF THE INTERLOCAL  
AGREEMENT; PROVIDING FOR REPEALING CLAUSE;  
AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Bastrop ("City") and Bastrop County ("County") are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including the construction, installation, maintenance and improvement of public roads; and

**WHEREAS,** the City Council desires to enter into the Interlocal Agreement for Road Improvements with the County ("Interlocal Agreement"), as attached as Exhibit "A," which sets for the terms and conditions pursuant to which County will complete certain road improvements and the City will reimburse the County for certain costs of such road improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bastrop:

**Section 1:** The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit "A").

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

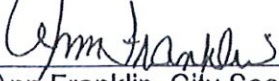
**Section 4:** This Resolution shall take effect immediately upon its passage.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, Texas, on this, the 26th day of March 2024.

**APPROVED:**

  
\_\_\_\_\_  
Lyle Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan Bojorquez, City Attorney

**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 a separate form at a later date.
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: \_\_\_\_\_