

**RESOLUTION NO. R-2018-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING ENTERING INTO AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY FOR A DRAINAGE IMPROVEMENT PROJECT ON SHILOH ROAD APPROXIMATELY 700 FEET FROM THE INTERSECTION OF SHILOH ROAD AND STATE HIGHWAY 304 IN BASTROP, TEXAS; AS ATTACHED IN EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE DRAINAGE IMPROVEMENT PROJECT ONCE CITY ATTORNEY HAS REVIEWED AND APPROVED INTERLOCAL AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

**WHEREAS**, The City of Bastrop and Bastrop County jointly identified the location on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 as an area with deficient drainage that poses a significant hazard to public health and safety; and

**WHEREAS**, The City Council realizes the importance of being a good neighbor and collaborative efforts with Bastrop County is integral to serving both the citizens of the city of Bastrop and Bastrop County; and

**WHEREAS**, Pursuant to Chapter 791 of the Texas Government Code, the County and City of Bastrop are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested; and

**WHEREAS**, the City Council finds that a very significant public interest is served by the completion of the proposed drainage project through the terms of the interlocal agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1:** That the City Manager is hereby authorized to execute an Interlocal Agreement with Bastrop County, as attached as Exhibit A, and all other documents necessary for the completion of the drainage improvement project on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas, once City Attorney has reviewed and approved Interlocal Agreement.



**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.

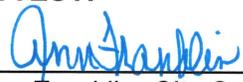
**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 27<sup>th</sup> day of February 2018.

**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BASTROP AND THE CITY OF BASTROP**

This **INTERLOCAL AGREEMENT** (this “**Agreement**”) is made and entered by and between the COUNTY OF BASTROP (the “**County**”), a political subdivision of the State of Texas, and the CITY OF BASTROP, TEXAS (the “**City**”), a home-rule municipality and political subdivision of the State of Texas (collectively referred to herein as the “**Parties**”). The Parties hereby agree to cooperate with drainage improvements as further set forth in this Agreement (the “**Project**”).

**RECITALS**

**WHEREAS,** this Agreement is an interlocal agreement authorized and governed by Chapter 791 of the Texas Government Code; and

**WHEREAS,** County and City are entities with statutory authority to enter into this Agreement, and have each entered into this Agreement by the action of their respective governing bodies in the appropriate manner prescribed by law; and

**WHEREAS,** the City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop, and

**WHEREAS,** Bastrop County has an interest in maintaining the health and safety of the citizens of Bastrop County; and

**WHEREAS,** the City desires to secure a portion of the funds required for the successful completion of the Project from the County.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**I.  
FINDINGS**

**1.1 Recitals Incorporated.** The recitals set forth above and herein are true and correct, and such recitals are incorporated herein for all purposes.

**1.2 Effective Date.** This Agreement will be effective on the latest date of execution by the Parties hereto (the “Effective Date”).

**1.3 Purpose.** Pursuant to Chapter 791 of the Texas Government Code, the County and the City are public agencies entering into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: financing, project management, installation and maintenance of the Project, which will create improvements for roads in Bastrop County and will provide for the public health and welfare.

Initial: County   *PP*   City of Bastrop   *[Signature]*

- 1.4 **Project.** The Project consists of the design, and installation of drainage improvements at Shiloh Rd. approximately 700 feet west of SH 304 located within the boundaries of the Bastrop County as described and depicted in Exhibit "A", attached hereto and incorporated for all purposes ("the Project").
- 1.5 **General Agreement.** The County and City of Bastrop hereby agree to cooperate as further set forth in this Agreement in the construction of the Project to improve drainage within the City limits while reducing the impact on County residents.
- 1.6 **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying Party as herein provided.
- 1.7 **Commitment of Current Revenues Only.** All monies paid by the Parties under this Agreement shall be paid from current revenues available to the paying Party. In the event that, during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such Party under this Agreement, then any Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each Party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

**II.  
CITY RESPONSIBILITIES**

City shall take the lead for duties associated with Project design and completion of headwalls, wing walls and concrete guard rail.

**III.  
COUNTY RESPONSIBILITIES**

The County will utilize its purchasing office to contract for materials, excavation of culvert site, coupling culverts and concrete headwalls, wing walls and guard rail if necessary. County crews will remove all materials during excavation process and will bring necessary material in for backfill. Attached as Exhibit "B" is the Engineer's Estimate of Cost Including Item Descriptions and Estimate of Quantities for the Roadway Improvements portion of the Project.

**IV.  
PAYMENT AND PURCHASING**

- 4.1 **Payment.** Reimbursement payment is expected within 45 days of presentation of paid invoice to the County for the drainage improvements portion of the Project.

- 4.2 **City Purchasing.** City of Bastrop agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to its portion of the work under this Agreement.
- 4.3 **County Purchasing.** County of Bastrop agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to its portion of the work under this Agreement.

**V.  
TERMINATION**

Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. If one Party determines that the other Party is in default under this Agreement, the non-defaulting Party will notify the defaulting Party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting Party may, in addition to any other remedies available to such Party at law or in equity, terminate this Agreement upon written notice. Any failure by the non-defaulting Party to enforce this Agreement with respect to one or more defaults by the defaulting Party will not waive the non-defaulting Party's ability to enforce this Agreement after that time.

**VI.  
MISCELLANEOUS**

- 6.1 **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.
- 6.2 **Assignment.** All provisions of this Agreement shall be binding upon the Parties and each of their respective successors and assigns. Neither Party shall assign its rights and obligations under this Agreement to any other Party without the express prior written consent of the other Party.
- 6.3 **Notice.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered upon deposit in the U.S. mail, with postage prepaid, certified mail, return receipt requested, addressed to the recipient's address as stated herein. Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified.

**COUNTY:** County of Bastrop, Texas  
Attn: Judge Paul Pape  
Bastrop County Judge  
804 Pecan  
Bastrop, Texas 78602

**CITY:** City of Bastrop, Texas  
P.O. Box 427  
Bastrop, TX 78602  
Attn: Lynda Humble, City Manager

**With Required Copy to:** Alan Bojorquez  
Bojorquez Law Firm  
12325 Hymeadow Dr. Ste. 2-100  
Austin, TX 78750

A Party may change its address for notice by written notice to the other Party as herein provided.

For ease of administration of this contract, a main contact person has been designated for the Parties as follows:

**To the County:** County of Bastrop  
Attn: Melvin Hamner  
Bastrop County Commissioner  
804 Pecan St.  
Bastrop, Texas 78602

**To City of Bastrop:** City of Bastrop  
Attn: Tracy Waldron  
Chief Financial Officer  
PO Box 427  
Bastrop, TX 7860

**6.4 Governing Law, Venue 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. The Parties agree that Bastrop County, Texas is the venue for this Agreement.

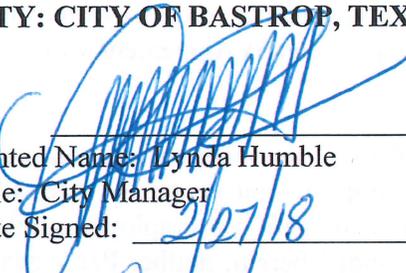
**6.5 Violation of Law.** The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.

Initial: County PP City of Bastrop [Signature]

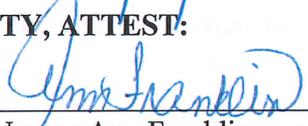
- 6.6 Entire Agreement.** This Agreement, and all appended documents, constitutes the entire Agreement between the Parties hereto regarding the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.
- 6.7 Parties Independent Contractors.** City and County are independent contractors. Except as expressly provided herein, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship. Except to the extent expressly provided herein, neither Party has nor shall neither Party attempt to assert the authority to make commitments for or to bind the other Party to any obligation.
- 6.8 No Waiver.** The Parties to this Agreement are governmental entities under State law and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- 6.9 Severability and Enforceability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 6.10 Headings.** The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- 6.11 Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date below first written, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 6.12 Signature Warranty Clause.** The signatories to this Agreement represent that they have the authority to execute this Agreement on behalf of City of Bastrop and the County, respectively.
- 6.13 Approval of Governing Bodies.** This Agreement has been approved by the governing bodies of the County and City of Bastrop.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective undersigned duly authorized officers on the dates set forth below, to be effective as of the Effective Date.

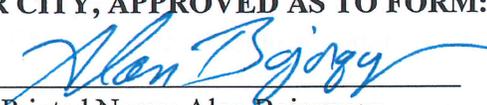
**CITY: CITY OF BASTROP, TEXAS**

By:   
Printed Name: Lynda Humble  
Title: City Manager  
Date Signed: 2/27/18

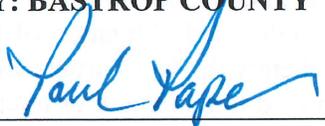
**FOR CITY, ATTEST:**

By:   
Printed Name: Ann Franklin  
Title: City Secretary

**FOR CITY, APPROVED AS TO FORM:**

By:   
Printed Name: Alan Bojorquez  
Title: City Attorney

**COUNTY: BASTROP COUNTY**

By:   
Printed Name: Paul Pape  
Title: County Judge  
Date Signed: 2-26-18

**FOR COUNTY, ATTEST:**

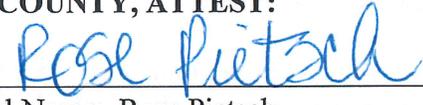
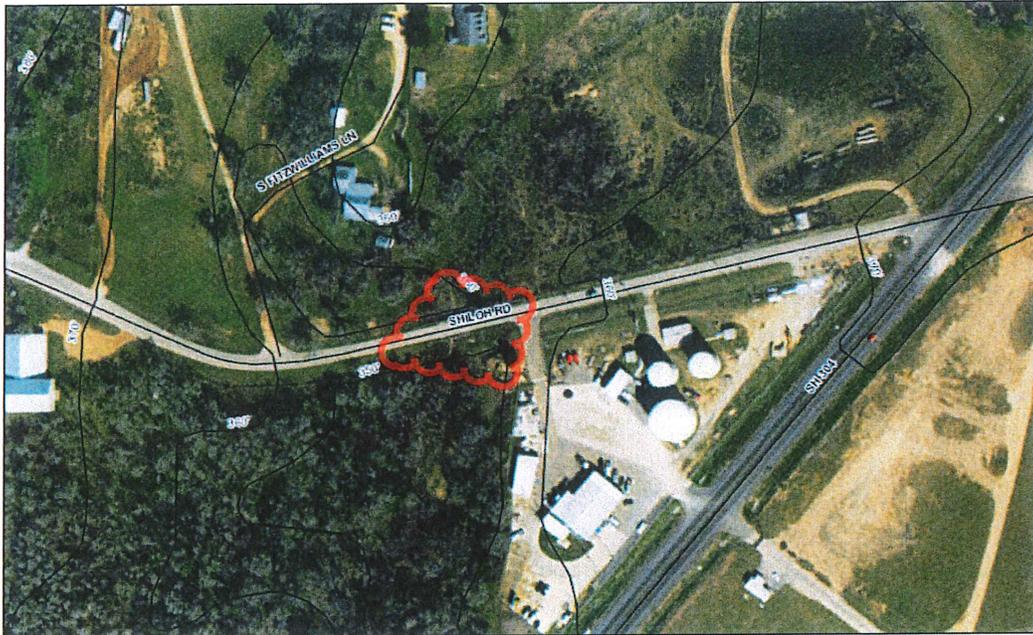
By:   
Printed Name: Rose Pietsch  
Title: County Clerk

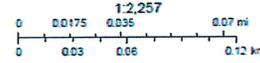
EXHIBIT "A"



April 11, 2017

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

- Roads
- City Limits
- Topo



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Bastrop County Appraisal District & B.I.D. Consulting - www.bicconsultants.com

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Initial: County PP City of Bastrop [Signature]

**EXHIBIT "B"**

Engineer's Estimate of Cost Including Item Descriptions and Estimate of Quantities for the  
Roadway Improvements Portion of the Project



