

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BASTROP COUNTY, TEXAS AND THE CITY OF ELGIN, TEXAS PROVIDING THE TERMS PURSUANT TO WHICH THE COUNTY WILL SELL PROPERTY TO THE CITY; AND OTHER MATTERS IN CONNECTION THEREWITH

This interlocal cooperative agreement (the *Agreement*) is made to be effective as of the 21st day of July, 2020 by and between Bastrop County, Texas, a political subdivision of the State of Texas (the *County*) and the City of Elgin, Texas, a general law municipality and political subdivision of the State of Texas (the *City*). The County and the City may be referred to individually as a party or collectively as the *Parties*.

RECITALS

WHEREAS, the County purchased a Cimline Crack Sealer in 2000 for approximately \$23,000 (the *Property*); and

WHEREAS, the County and the City previously agreed that the City could use the Property in exchange for the City agreeing to maintain the Property and use the Property to maintain County and City roads within the City limits; and

WHEREAS, the Property is beyond its useful life and the County does not have any current need for it; and

WHEREAS, the City still uses the Property and anticipates continued use of the Property into the foreseeable future; and

WHEREAS, the Parties have determined to enter into this Agreement to memorialize the terms by which the County will sell the Property for a nominal value plus other good and valuable consideration and the terms by which the City will acquire the Property from the County; and

WHEREAS, Sec. 263.152. of the Local Government Code states that

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property; and

WHEREAS, the County has determined that sale of the Property to the City to be in the best interest of the residents of the County and the City;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

SECTION 1: Definition and Use of Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) all references in this Agreement to designated *Sections, Schedules, Exhibits,* and other subdivisions are to the designated Sections, Schedules, Exhibits, and other subdivisions of this Agreement as originally adopted; and (b) the words *herein, hereof, and hereunder* and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivisions.

SECTION 2: Representations. Representation of County. County hereby represents to the City that:

2.1 The County is a political subdivision under the laws of the State of Texas and is duly qualified and authorized to carry out the disposal of its surplus Property as contemplated by this Agreement.

(a) The County has the power, authority, and legal right to enter into and perform under this Agreement and the execution, delivery, and performance hereof have been duly authorized.

(b) The County has the authority to dispose of the Property pursuant to Chapter 263, as amended, Texas Local Government Code.

(d) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of County enforceable in accordance with its terms.

2.2 Representations of City. City hereby represents to the County that:

(a) The City is a political subdivision and a general law municipality under laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority, and legal right to enter into and perform under this Agreement and the execution, delivery and performance hereof have been duly authorized.

(c) The City has the authority to purchase, own, operate, and maintain the Property within the City pursuant to Chapter 252, as amended. Texas Local Government Code Sec 252.022. "GENERAL EXEMPTIONS.

(d) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms.

SECTION 3: Findings. Each of the Parties hereby find that ~~the~~ sale of the Property to the City for the City's use is for the benefit of the residents of the County and the City.

SECTION 4: Agreement of the Parties. The Parties hereby agree that the County will sell the Property to the City in exchange for \$1.00 and other good and valuable consideration, consisting of the City's agreement to continue to use the Property to maintain roads, including certain County roads located within the City, if specifically requested by the appropriate County authority and so long as such requests are in conjunction with City's regularly scheduled maintenance program, for the remainder of the time that the Property remains operational. Other than the consideration referenced in this section no additional consideration will be required in connection with such conveyance.

SECTION 5: Term of this Agreement. This Agreement shall continue for so long as the Property remains operational.

SECTION 6: Obligations of the City. At its own discretion the City shall dispose of the Property in accordance with Chapter 263, as amended, of the Texas Local Government Code.

SECTION 7: Liability of City and County. To the extent not limited by State law, neither the City, County, or any director, officer, employee or agent of either shall be responsible for any liability arising from the use of the Property or this Agreement.

SECTION 8: Amendment. This Agreement may be amended, modified, revised or changed by written instrument executed by all the Parties.

SECTION 9: Addresses and Notice. Unless otherwise provided herein, any notice, communication request, reply, or advice (herein severally and collectively, for convenience, called *Notice*) herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall be, until changed as hereinafter provided as follows:

A. If to the County to:
Bastrop County
Attn: County Judge
804 Pecan Street
Bastrop, Texas 78602
Facsimile: (512) 581-7100

With a copy to:
Norton Rose Fulbright US LLP
Attn: Stephanie Leibe
98 San Jacinto Blvd. Suite 1100
Austin, Texas 78701
Facsimile: (512) 536-4598

B. If to the City,
to: City of Elgin
Attn: City Manager
310 N. Main Street
Elgin, Texas 78621
Facsimile: (512) 281-5724

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other Parties hereto.

SECTION 10 : Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 11: Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 12: Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof

SECTION 13: Incorporation of the Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the respective governing bodies of each party hereto.

SECTION 14: Inconsistent Provisions. All orders or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the extent of such conflict and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 15: Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 16: Venue. Venue for any action to enforce or construe this Agreement shall be in Bastrop County, Texas.

SECTION 17: Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Parties hereby declare that this Agreement would have been enacted without such invalid provision.

SECTION 18: Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. .

SECTION 19: Compliance with Texas Open Meetings Act. It is officially found determined and declared that the meeting of each of the governing body of the Parties at which this Agreement was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Agreement was given all that is required by Chapter 551 , as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

BASTROP COUNTY

County Judge

ATTEST:

County Clerk and Ex-Officio
Clerk of the Commissioners Court

(SEAL OF THE COMMISSIONERS COURT)

Signature Page to Interlocal Agreement Bastrop County, Texas

CITY OF ELGIN, TEXAS

Mayor, Chris Cannon

ATTEST:

City Secretary, Amelia Sanchez

(CITY SEAL)

Signature Page to Interlocal Agreement
City of Elgin, Texas