

**RESOLUTION NO. R-2023-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN MEMORANDUM OF AGREEMENT WITH BASTROP COUNTY TO USE GRANT FUNDS (IF AWARDED) FOR THE RIVERWOOD WATER LINE PROJECT; AS ATTACHED IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Bastrop, Texas, finds it to be in the public interest and necessary to cooperate with Bastrop County regarding opportunities to work together to benefit residents of both the City of Bastrop and the unincorporated County; and

**WHEREAS**, the City Council of the City of Bastrop, Texas, realizes the importance of being a good neighbor and collaborative efforts with Bastrop County is integral to serving both the citizens 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 of the City of Bastrop, Texas, finds that a very significant public interest is served by the completion of the proposed water line project through the terms of the Memorandum of Agreement.

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

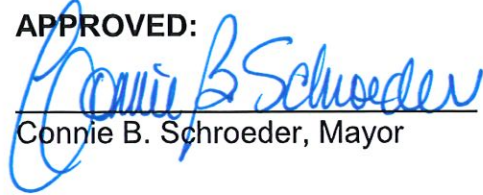
**Section 1.** The City Council authorizes the execution of the Memorandum of Agreement with Bastrop County to use grant funds (if awarded) for the Riverwood water line project.

**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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop  
this 28<sup>th</sup> day of March, 2023.


**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

THE STATE OF TEXAS §

MEMORANDUM OF AGREEMENT

COUNTY OF BASTROP §

This AGREEMENT is made between BASTROP COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the CITY OF BASTROP, hereinafter referred to as the CITY, acting through its City Council.

The CITY and COUNTY agree to use grant funds budgeted from its Program Year 2023-2024 Community Development Block Grant Program - Community Development Fund Application – Riverwood Waterline Project – Phase II administered through the Texas Department of Agriculture for the City of Bastrop contract to construct a water improvement project that benefits residents within the unincorporated COUNTY, if such is awarded by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from April 3, 2023, until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from any recordkeeping or financial obligations addressed below.

Parties agree that the CITY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Serve as authorized applicant and lead administrative entities to act in a representative capacity for the GRANT to ensure activities are carried out in accordance with statutory requirements.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the COUNTY, and TDA.
4. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
5. Provide project plans and specifications to the COUNTY for its review prior to issuing bid documents for any proposed work that will affect COUNTY property, COUNTY roadways, or other COUNTY-maintained facilities.
6. Maintain at its discretion the option to approve construction contracts or contract modifications, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget and for which it has arranged payment from another source.
7. Ensure the COUNTY shall not be responsible for any GRANT or Construction-related costs.
8. Provide access to the improved service to all beneficiaries of this project.

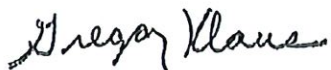
Parties agree that the COUNTY shall:

1. Provide timely review and comment on project plans and specifications provided by the CITY for any proposed work that will affect COUNTY property, COUNTY roadways, or other COUNTY-maintained facilities.
2. COUNTY allows CITY to perform construction improvements within the COUNTY.

The parties further agree that any GRANT funds provided are without warranty of any kind to any third party, and the CITY hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death

of any person or any property damage arising out of the COUNTY'S participation in this Agreement. Nothing herein shall be construed to create any rights in third parties.


BASTROP COUNTY, TEXAS



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Gregory Klaus  
COUNTY JUDGE

CITY OF BASTROP, TEXAS



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Connie Schroeder  
MAYOR

ATTEST:



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Krista Bartsch  
COUNTY CLERK



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Ann Franklin  
CITY SECRETARY