

**INTERLOCAL AGREEMENT**  
**By and Between**  
**CITY OF SAN ANGELO and TOM GREEN COUNTY**

This Interlocal Development Agreement (“Agreement”) is entered into by and between City of San Angelo, Texas, a home rule city located in Tom Green County, Texas (“City”), and Tom Green County, a legal and political subdivision of the State of Texas (“TGC”) pursuant to Texas Government Code Chapter 791.

**RECITALS**

WHEREAS, City has conducted a competitive bid process for seal coat of City roads; and

WHEREAS, TGC desires to utilize City’s bid to allow the selected contractor to seal coat County roads; and

WHEREAS, City’s bid process included alternate bids that include County roadways; and

WHEREAS, the County has determined that the City bid process met all of the Federal bid requirements necessary to use Federal funding; and

WHEREAS, the low bidder for seal coating is Ronald A Wagner Co, LP (“Vendor”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, City and Tom Green County agree as follows:

**TERMS**

1. Effective Date. This Agreement shall become effective upon last signature of the parties and continue until such time the contract with Vendor expires.
2. Upon approval by the TGC Commissioner’s Court of this Interlocal Agreement (“Agreement”), City will seek City Council award of the bid by Vendor in the amount of \$7,446,348.63.
3. Upon award of bid, City will enter into a contract with Vendor for the Base Bid + Alt 1 + TGC.
4. City will attempt to coordinate with Vendor to perform work in the County areas first.
5. City will manage and inspect all applications for City roadways and TGC will perform inspections on all applications on County roads. Inspection reports from the County to the City will be required for all applications overseen by the County.
6. All financial transactions related to the Vendor contract including invoicing and payments will be performed by City.
7. TGC will pay City for actual costs of application on County roads not to exceed at \$2,702,211.75 for the TGC sealcoat areas. The monies due from TGC to City shall be due upon invoicing from Vendor. Tom Green County will use funds received from the Coronavirus State and Local Fiscal Recovery Fund

established by the American Rescue Plan Act to fund the project with the City of San Angelo. The City of San Angelo procured services in this agreement according to federal laws, regulations, and requirements to those under state law. This includes the procurement standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.

8. All payments made under this agreement shall be paid by the current revenues of the paying party.

9. Termination. This Agreement shall only be terminated in writing by mutual agreement of the parties. Payments under this agreement shall be prorated to the work completed at the time of termination.

10. Survival of Provisions. In the event of a termination or expiration of this Agreement for any reason, the parties agree that all provisions that by their meaning or nature are intended to survive termination or expiration shall survive termination or expiration of this Agreement

11. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.

12. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

13. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

14. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in a court of competent jurisdiction in Tom Green County, the location of each of the parties and of the property to which this Agreement pertains.

16. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

17. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be in writing and shall be deemed given (i) on the day it is delivered personally (with receipt); or (ii) the day after it is deposited with a nationally recognized courier service for next-day delivery; or (iii) three (3) days after it is deposited in the U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

If to TGC:

City Manager's Office  
Attention: City Manager  
72 West College Avenue  
San Angelo, Texas 76903

Office of the County Judge  
Attention: County Judge  
113 W Beauregard  
San Angelo, Texas 76903

18. This agreement will be managed by the following representatives of the Parties.

For the City:  
Kevin Pate, City Engineer

For TGC  
Rick Bacon, TGC Commissioner, Pct. 3

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law.

TOM GREEN COUNTY

CITY OF SAN ANGELO, TEXAS

By: \_\_\_\_\_  
Lane Carter, County Judge  
acting in his official capacity  
and not individually

By: \_\_\_\_\_  
Daniel Valenzuela, City Manager

ATTEST:

\_\_\_\_\_  
Heather Stastny, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa James, City Attorney