

**INTERLOCAL COOPERATION AGREEMENT  
REGARDING GATEWAY MONUMENTS**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into as of the Effective Date by and between the City of Austin, Texas (“Austin”), and the City of Buda, Texas (“Buda”, each of which are Texas home-rule cities, acting by and through their authorized representatives.

**Recitals**

Buda has entered into an interlocal agreement with the Texas Department of Transportation (“TxDOT”) regarding the placement and maintenance of gateway monuments within the IH-35 corridor. A gateway monument (“Monument”) is further described in such agreement between Buda and TxDOT.

A Monument may be placed in the other entity’s jurisdiction upon execution and compliance of the terms of this Agreement.

Further, TxDOT requires the parties to enter into this Agreement in order to establish the entities’ respective responsibilities and duties regarding Monument(s).

On January 31, 2013, Austin City Council approved negotiation and execution of this Agreement.

The parties find that entering into this Agreement will satisfy an important municipal purpose.

This Agreement is entered into between Buda and Austin under the authority of chapter 791 of the Texas Government Code, the parties’ respective charters and the laws of the state of Texas.

Now, therefore, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the parties, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

**Art. 1. Findings**

1.1. The recitals above are adopted as findings by the governing bodies of Austin and Buda, and are incorporated herein for all purposes. The governing bodies of Austin and Buda have authorized and approved this Agreement.

**Art. 2. Gateway Monuments**

2.1. Each party may construct and erect Monument(s) within the other’s city limits subject to the terms of this Agreement. Prior to installation of a Monument the party requesting placement of the Monument shall comply with the following:

- a. the entity shall identify the location of the Monument and enter into and maintain a valid agreement with TxDOT;
- b. the entity shall comply with all terms of its agreement with TxDOT and not be in violation or default of such agreement;
- c. this Agreement only applies to the placement of a Monument within the IH-35 corridor;
- d. the entity installing the Monument shall provide prior notice of its intent and written documentation of TxDOT approval to place a Monument within the other party's city limits;
- e. the entity installing the Monument shall be solely responsible for the cost of construction and perpetual maintenance of the Monument; and
- f. upon notice from TxDOT or the entity in which the Monument is located in, shall repair, replace or maintain a damaged Monument to its previous condition or make such changes as are needed to ensure the Monument is not a hazard to the public; and
- g. the entity shall also provide prior notice of replacement or relocation of the Monument. Each party may refuse or require additional conditions through an amendment to this Agreement prior to consenting to the replacement or relocation of the Monument.

2.2. After final installation of a Monument, the party shall provide as-built or other equivalent plans detailing the exact location of the Monument.

## **Art. 2. Costs**

2.1. Each party shall be solely responsible for its own costs to install and maintain its Monument and neither party shall be responsible in any way for the costs or expenses of the other party.

## **Art. 3. Effective Date and Term of Contract**

3.1. Unless otherwise terminated under Articles 5 or 6, this Agreement takes effect on the date it is last signed by one of the parties to this Agreement for a term of one year and shall automatically renew annually each anniversary date.

## **Art. 4. Nondiscrimination and Equal Opportunity**

4.1. Neither party shall unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

## **Art. 5. Termination of Contract for Unavailability of Funds**

5.1. The parties acknowledge that either party may terminate this contract in whole or part if either party learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

## **Art. 6. Termination for Breach of Contract**

6.1. If either party breaches a material provision of this Agreement, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract.

6.2. Termination for breach under Art. 6.1 does not waive either party's claim for damages resulting from the breach or either party's defenses under the law.

6.3. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.

## **Art. 7. Notice to Parties**

7.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 7.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 7.2.

7.2. Buda's address is PO Box 1218, Buda, Texas 78610, Attention: City Manager. City of Austin's address is 505 Barton Springs Road, Austin, Texas 78701, Attention: Rob Spiller, Transportation Department Director.

7.3. A party may change its address by providing notice of the change in accordance with Art. 7.1.

## **Art. 8. Governmental Immunity**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party nor to create any legal rights or claims on behalf of any third party. Neither party waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

**Art. 9. Miscellaneous**

9.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

9.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

9.3. This contract may not be assigned without the other party's consent.

9.4. This contract is executed in duplicate originals.

IN WITNESS WHEREOF, the authorized representatives of the cities have executed this Agreement.

**CITY OF AUSTIN, TEXAS**

**CITY OF BUDA, TEXAS**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager

\_\_\_\_\_  
\_\_\_\_\_(Title)

Date \_\_\_\_\_

Date \_\_\_\_\_