

Interlocal Agreement Between Burnet County, Texas and the City of Burnet, Texas Concerning
Improvements to Shady Grove Parkway

This Agreement is entered into on the _____ day of _____, 2026, by and between the County of Burnet, a political subdivision of the State of Texas, hereinafter referred to as "Burnet County", and the City of Burnet, hereinafter referred to as "City", a home-rule municipality and political subdivision of the State of Texas, collectively referred to as the "Parties."

WHEREAS, Chapter 791, Texas Government Code (the "Interlocal Cooperation Act"), authorizes local governments to contract with one another to perform governmental functions and services that each Party is authorized to perform individually;

WHEREAS, the City owns, operates, and maintains Shady Grove Parkway within the corporate limits of the City of Burnet;

WHEREAS, the Parties desire to improve public safety and roadway conditions by paving approximately 1,500 linear feet of Shady Grove Parkway from its intersection with Shady Grove Road to its intersection with Colby Canyon;

WHEREAS, the Parties find that the Project described herein serves a public purpose and will benefit the residents of both the City and Burnet County; and

WHEREAS, the governing bodies of the Parties have authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide for cooperation between the Parties in completing roadway improvements consisting of paving approximately 1,500 linear feet of Shady Grove Parkway beginning at Shady Grove Road and ending at Colby Canyon (the "Project"). The Parties find that the Project serves a valid public purpose by improving safety, traffic circulation, emergency vehicle access, and transportation infrastructure for the benefit of the public.

II. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect until completion of the Project and satisfaction of all obligations described herein, unless earlier terminated in accordance with this Agreement. Either Party may terminate for convenience upon thirty (30) days' written notice. If terminated before completion of the Project, the Parties shall cooperate in an orderly termination and resolution of outstanding obligations. Any additional projects, if desired, will be addressed in separate, project-specific interlocal agreements. No renewals apply to this Agreement.

III. SERVICES TO BE PERFORMED

Burnet County shall furnish labor and equipment to complete the Project in a good and workmanlike manner according to applicable laws and accepted road construction standards. City shall provide the necessary materials for the Project. The total value of all Burnet County contributions to the Project, including manpower, equipment usage, overhead, fuel, supervision, and other associated labor-related expenses, shall not exceed \$15,000. Burnet County's participation is expressly conditioned upon the availability of personnel, equipment, and funds lawfully appropriated by the Commissioners Court.

IV. COMPENSATION

The Parties recognize their longstanding history of cooperation and mutual assistance. As compensation for Burnet County's contributions to this Project, the City agrees to provide services, labor, equipment, facility use, or other assistance to Burnet County within one year of the effective date of this Interlocal Agreement, with an aggregate value equal to the County's contribution to the Project. The value of any City-owned facilities used by Burnet County for meetings, gatherings, or other authorized purposes shall be included in calculating the City's contribution. The City's participation is expressly conditioned upon the availability of personnel, equipment, facilities, and funds lawfully appropriated by the City Council.

V. COMPLIANCE WITH INTERLOCAL COOPERATION ACT

The Parties acknowledge that this Agreement is authorized by Chapter 791, Texas Government Code. The services and functions performed under this Agreement are governmental functions that each Party is authorized by law to perform individually. Any payment obligation under this Agreement shall be made from current revenues available to the paying Party.

VI. LIABILITY

Each Party shall remain responsible for its own acts and omissions and those of its officers, employees, agents, and contractors. Nothing in this Agreement shall create a waiver of governmental immunity for either Party, create liability where none otherwise exists by law, or extend any rights or remedies to third parties.

VII. NOTICE

Any notice required under this Agreement shall be delivered to:

For Burnet County:

County Judge
Burnet County, Texas
220 South Pierce Street
Burnet, Texas 78611

For City of Burnet:

City Manager
City of Burnet, Texas
100 North Rhomberg Street
Burnet, Texas 78611

or such other address as either Party may designate in writing.

VIII. MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties regarding the Project. Any amendment must be in writing and approved by the governing bodies of both Parties. This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in Burnet County, Texas. If any provision is held invalid, the remaining provisions shall remain in effect. This Agreement may be executed in counterparts.

EXECUTED to be effective as of the latest date signed below.

Burnet County

By: _____
Bryan Wilson
Burnet County Judge

City of Burnet

By: _____
Gary Wideman
City of Burnet Mayor

**ORDER OF THE BURNET COUNTY COMMISSIONERS COURT
APPROVING INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF
BURNET FOR IMPROVEMENTS TO SHADY GROVE PARKWAY**

On this the ____ day of _____, 2026, the Commissioners Court of Burnet County, Texas, convened in regular session with a quorum present and considered the following matter:

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to enter into interlocal agreements for the performance of governmental functions and services; and

WHEREAS, the City of Burnet and Burnet County desire to cooperate in the completion of roadway improvements consisting of paving approximately 1,500 linear feet of Shady Grove Parkway from its intersection with Shady Grove Road to its intersection with Colby Canyon; and

WHEREAS, the Commissioners Court finds that the project will promote and improve public safety and serve a valid public purpose as it will improve roadway conditions, facilitate emergency services access; and

WHEREAS, the total value of Burnet County's contributions to the project, including manpower, equipment, and associated labor-related expenses, shall not exceed \$15,000; and

WHEREAS, the Commissioners Court has reviewed the proposed Interlocal Cooperation Agreement between Burnet County and the City of Burnet and finds that approval of the Agreement is in the best interests of the citizens of Burnet County;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF BURNET COUNTY, TEXAS THAT:

1. The Interlocal Cooperation Agreement between Burnet County, Texas and the City of Burnet, Texas concerning roadway improvements to Shady Grove Parkway is hereby approved.
2. The County Judge is authorized to execute the Agreement and any non-substantive documents necessary to carry out the intent of this Order.
3. County personnel are authorized to provide labor, equipment, supervision, and associated resources necessary to perform the County's obligations under the Agreement, provided that the total value shall not exceed \$15,000.
4. The Commissioners Court specifically finds that the County's participation in the project serves a valid county purpose.

This Order shall take effect immediately upon adoption.

ADOPTED this ____ day of _____, 2026.

COMMISSIONERS COURT OF BURNET COUNTY, TEXAS

County Judge

1

Jim Luther, Commissioner Pct.

Damon Beierle, Commissioner Precinct 2
Pct. 3

Chad Collier, Commissioner

Joe Don Dockery, Commissioner Precinct 4

ATTEST:

Vicinta Stafford, Burnet County Clerk