

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND THE CITY OF TAYLOR

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2016, by and between Williamson County, a political subdivision of the State of Texas (the "County") and the City of Taylor, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County desires to rehabilitate CR 101 between US 79 and Chandler Road; and

WHEREAS, a portion of CR 101 lies within the city limits of Taylor; and

WHEREAS, the County and the City desire to cooperate in the expeditious rehabilitation of CR 101 that portion of CR 101 lying within the City limits between US 79 and North of Chandler Road (the "Project");

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Project Improvement.

The Project includes the reconstruction of that portion of CR 101 lying within the city limits between US 79 and North of Chandler Road, being approximately 3.75 miles in length, as depicted on Exhibit "A", attached hereto. The improvements will include construction of two (2) 12' lanes with 10' shoulders (the "Project Improvements").

2. County Obligations.

The County shall be responsible for the planning, design, right-of-way acquisition, utility relocation, and construction of the Project Improvements.

The estimated cost of the Project Improvements is \$11,300,000. The County shall be responsible for 90% of the costs for planning, design, right-of-way acquisition, utility relocation, and construction of the Project Improvements (collectively "Project Costs"). .

3. City Obligations.

The City shall reimburse to the County a sum equal to 10% of the Project Costs.

Following completion of the Project, the City will own, operate, and maintain the Project Improvements.

4. Reimbursement

Upon the County's approval of each invoice for Project Costs, the County will transmit a copy of the invoice to the City. Each invoice shall identify all Project Costs incurred by the County relating to the Project. Each invoice submitted by the County for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Project Costs. Upon request of the City, the County agrees to make available documentation in reasonable detail evidencing all Project Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of receipt of the invoice. Payment not mailed within thirty (30) calendar days of receipt by the City will accrue interest at the rate set forth in Government Code Section 2251.025(b).

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the Project is not completed within three (3) years after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(signatures on following page)

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

CITY OF TAYLOR, TEXAS

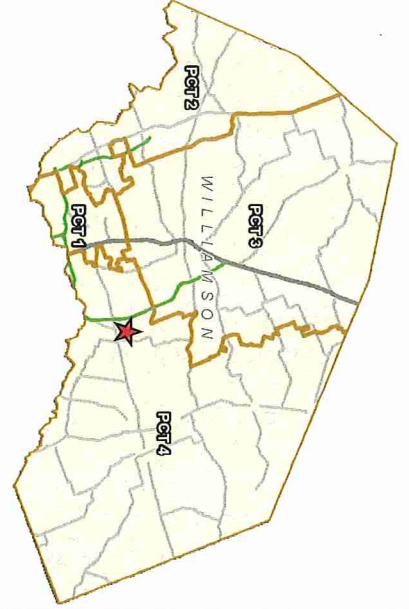
By: _____
Jesse Ancira, Jr., Mayor

Date: _____
8th / 25 / 16

EXHIBIT A

Path: \\AUSV000\Jobs\234275\Wiley\GEO\Technical\GIS\MXD\EXHIBIT\2013 Road Bond Committee Map\P4 CR101.mxd Date Saved: 5/7/2013

Roadway: CR 101
Limits: From US 79 to North of Chandler Rd
Proposed Improvements: Reconstruct existing two lane roadway to a four lane arterial
Submitted By: City of Taylor



- Proposed Project
- River/Stream
- Precinct Boundary
- Park
- City



1:36,000
 1 inch = 3,000 feet



2013 CANDIDATE ROAD BOND PROJECT - CR 101

