

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF TAYLOR, TEXAS REGARDING FIRE AND
POLICE SERVICES FOR THE VALERO FUELS DISTRIBUTION
TERMINAL FACILITY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF TAYLOR, a Texas home rule city (the "City").

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies 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 City and Valero Corporation ("Valero") entered into a Development Agreement ("Agreement") regarding construction and operation of a Fuel Distribution Terminal Facility ("Facility") in the City extraterritorial jurisdiction; and

WHEREAS, in the Agreement, the City agrees to provide Fire and Police Services for the Facility; and

WHEREAS, the County and the City desire to cooperate in providing Fire and Police Services for the Facility; and

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

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **County Obligations.** The County will log the Facility coordinates into the County Computer Aided Dispatch System ("CAD") for Fire and Police Services as lying within the City response district to comply with the Agreement allowing the City first response to all Fire and Police Services. Fire Service requests for the Facility will be dispatched by the County as if the request had been received for Fire Service within the City. Police Service requests will be transferred to Taylor Police Department for dispatch. Mutual Aid requests from the Williamson County Sheriff's Office will be directed from the Taylor Police Department to Williamson

County for processing and dispatching. Notwithstanding any provision herein to the contrary, Williamson County EMS shall be the sole 911 Emergency Medical Services provider for the Facility.

3. **City Obligations.** The City agrees to provide fire and police services to the Facility. Fire services will include EMT, first responder, medical care and fire suppression/management services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City. The police services will include first response services, primary patrol responsibilities and other police services, and the City may contract for such services with other such providers as deemed reasonable and necessary by the City.

II.

Term of Agreement

Term of Agreement. The term of this Agreement shall begin as of the date of this Agreement, and extend for fifteen (15) years.

III.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County

regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service,

except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **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 of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not

invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

DATED this the ____ day of January, 2018.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge
Williamson County, Texas

CITY OF TAYLOR

By: Isaac D. Turner
Isaac D. Turner, City Manager
City of Taylor, Texas