

City of Jarrell



RESOLUTION NO. 2018-05-28-01

A RESOLUTION OF THE CITY OF JARRELL, TEXAS TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF JARRELL REGARDING RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Jarrell ("City") and Williamson County ("County") have a mutual intent and understanding with respect to the Interlocal Agreement regarding reconstruction of Quarry Rim Drive Improvements; and

WHEREAS, the City of Jarrell ("City") and Williamson County ("County") will enter into the Interlocal Agreement attached as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS:


That the City Manager is hereby authorized and directed to execute an Interlocal agreement with the County, on behalf of the City, providing for the City's reimbursement to Williamson County, not to exceed \$800,000.00, for costs incurred for the reconstruction of Quarry Rim Drive Improvements.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting, at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED, PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 28th day of May, 2019.

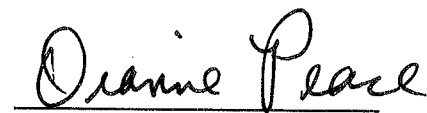
THE CITY OF JARRELL

BY:


Larry Bush, Mayor



ATTEST:


Dianne Peace, City Secretary

**INTERLOCAL AGREEMENT REGARDING
RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING RECONSTRUCTION OF QUARRY RIM DRIVE IMPROVEMENTS (“Agreement”) is entered into between City of Jarrell, a General Law Type A city and political subdivision of the State of Texas situated in Williamson County (“the City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “a Party” and collectively referred to as “the Parties”.

WHEREAS, the County is, has been and will be in the process of improving Limestone Terrace and Quarry Rim Drive (the “County Projects”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall reconstruction the Improvements within a segment of the County Project within existing city right-of-way.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
STATEMENT OF INTENT**

1.01 General. The purpose of this Agreement is to provide for the County’s reconstruction of Quarry Rim Drive caused by the County’s reconstruction of Limestone Terrace/Quarry Rim Drive (the “City Project”).

1.02 Reconstruction of Improvements. The County will, at its own expense, reconstruct the Improvements as described in the construction plans and the specifications associated with the construction plans (the “Plans and Specifications”) within existing city right-of-way.

The Plans and Specifications are those prepared by Pape-Dawson Engineers, dated 4/15/19 and entitled Limestone Terrace/Quarry Rim Drive Improvements, which are incorporated herein by reference.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption to the local businesses and the traveling public.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

2.02 Construction Plans. The County shall submit the Project Plans and specifications related to reconstruction of Quarry Rim Drive, and any changes or modifications thereto, to the City prior to commencing construction.

2.03 Inspection. The City may inspect the Project Plans and the physical improvements during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the City, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Repayment of Costs. The City shall reimburse the County for all costs that the County incurs for construction related to the reconstruction of Quarry Rim Drive as stated herein (the "City Reimbursement").

(a) The City Reimbursement shall be in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000). The final amount of the City Reimbursement will be based upon actual contracting costs incurred by the County for the proposed work of reconstructing Quarry Rim Drive. All invoices shall be presented to the City as soon as possible after the City has accepted the City Project.

(b) The City Reimbursement shall be payable to the County over a term of four years after the City has accepted the City Project. Each annual payment shall equal 25% of the total final City Reimbursement. The first annual payment shall be due on or before April 30, 2020, and each successive annual payment shall be due on or before April 30 of each year.

2.05 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide bid bonds, performance bonds, payment bonds and

warranty bonds. The County shall transfer any warranties for the Project to the City upon final completion and acceptance of the project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Jarrell, Texas
161 Town Center Blvd.
Jarrell, TX 76537
Attn: Vanessa Shrauner
Telephone: (512) 746-4593

COUNTY: Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Bill Gravell, Jr.
Telephone: (512) 943-1665

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.11 Termination for Convenience. This agreement may be terminated at any time, prior to the construction contract execution date, at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, each party will only be liable for its pro rata share of services rendered and goods actually received.

4.12 No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

(SIGNATURES ON FOLLOWING PAGE)

