



## TRANSMITTAL LETTER

May 17, 2021

**TO:** Judge Bill Gravell, Jr.  
Williamson County

**FROM:** Dianna Barker, City Clerk   
City of Taylor

**RE:** Interlocal Agreement, Project CR366

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Hello,

Attached please find the original copy of the Interlocal Agreement between the City of Taylor and Williamson County regarding the relocation of water system improvements and operation and maintenance on CR366.

After Judge Gravell has signed, please forward a fully executed copy to the City,  
[Dianna.barker@taylortx.gov](mailto:Dianna.barker@taylortx.gov)

If you need anything further, please do not hesitate to contact me.

Thank you,

Dianna

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
AND OPERATION AND MAINTENANCE**

**(CR 366 PROJECT)**

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

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS AND OPERATION AND MAINTENANCE AGREEMENT FOR CR 366 (“Agreement”)** is entered into between the City of Taylor, Texas (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 and has been in the process of realigning and improving a portion of CR 366 between Mallard Lane and Chandler Road (the “County Project”); and

**WHEREAS**, some of the proposed CR 366 roadway improvements include the widening of the right-of-way into areas in which the City’s water system improvements are located; and

**WHEREAS**, the parties have determined that, because of the County Project, the relocation of City water lines are necessary (the “Relocation Project”); and

**WHEREAS**, plans and specifications for the Relocation Project will be obtained and paid for by the City (the “Plans”); and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the City’s water system improvements in certain segments of the County Project. Further, this Agreement will provide for the operation and maintenance of that portion of CR 366 lying within the Taylor city limits.

**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 relocation and construction of City waterline improvements caused by the County Project. Further, this Agreement provides the City to operate and maintain the County Project and the Relocation Project which lies within the Taylor city limits.

**1.02 County Relocation of Waterlines.** The County will, at its own expense, relocate the City water lines in accordance with the Plans.

**1.03 County to Obtain Easements.** The Relocation Project shall occur within the new right-of-way of CR 366. The County agrees to acquire at its own expense any necessary easements required for the relocation of City water lines outside of the new right-of-way.

**1.04 County/City Obligations.** The County shall be responsible for 100% percent all costs related to the construction of the Relocation Project. The City shall remit to the County \$200,000 after the Relocation Project is complete. Any funds being due to the County shall be paid within thirty (30) days thereafter be remitted to the County.

**1.05 Continuation of Service.** The County agrees that the Relocation Project shall be undertaken so as to minimize any disruption of water service to existing customers of the City and will not result in the permanent loss of water service to any such customers.

**1.06 Authorization to Construct and Utilize Eminent Domain.** In addition to the responsibilities regarding the Relocation Project as stated herein, the City hereby agrees to permit the County to construct the County Project within the Taylor city limits, including the right to exercise the power of eminent domain, if needed, to acquire right-of-way related to the county project.

## **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. The City shall be solely responsible for all costs associated with the design plans and specifications (the "Plans") for the Relocation project.

**2.02 Construction Plans.** The City shall submit the Plans related to relocation of the water lines, and any changes or modifications thereto, to the County for review and approval prior to commencing construction.

**2.03 Inspection.** The City may inspect the physical improvements of the Relocation Project during construction. If the City's inspectors determine that the construction by the County is not in accordance with the approved 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 Permits.** The City shall be responsible for obtaining permits required for the construction of the Relocation Project.

**2.05 Maintenance after Construction.** The City agrees to assume the operation and maintenance of the County Project and the Relocation Project after completion of construction.

**2.06 Insurance, Bonds and Warranties.** The County shall require the contractor for the Relocation Project to name the City as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the Relocation Project in amounts satisfactory to the City. The County shall transfer any warranties for the Relocation Project to the City upon final completion and acceptance of the Relocation 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 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 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 fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**CITY:**

City of Taylor  
ATTN: City Manager  
400 Porter Street  
Taylor, TX. 76574  
Telephone: (512) 352-3774

**COUNTY:**

Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Judge Bill Gravell, Jr.  
Telephone: (512) 943-1577

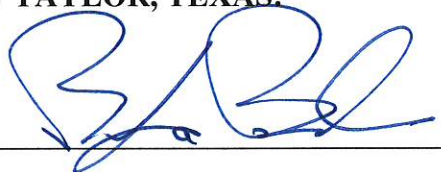
**4.09 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

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

**ATTEST:**

  
\_\_\_\_\_  
Dianna Barker, City Clerk

**CITY OF TAYLOR, TEXAS:**

By: \_\_\_\_\_

Printed Name: Brian LaBorde

Title: City Manager

Date: May 13, 2021

**ATTEST:**

\_\_\_\_\_  
Nancy Rister, County Clerk

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_  
William Gravell, Jr., County Judge

Date: \_\_\_\_\_