

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO COUNTY ROAD 401**

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

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Taylor, Texas, a Texas municipal corporation (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, 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;

WHEREAS, the County is and has been in the process of designing the reconstruction of CR 401 at the approximate location shown on Exhibit “A”, attached hereto, (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project and to concurrently construct Phase 2 of a waterline abutting CR 401 (the “**City Project**”), at the approximate location as shown on Exhibit “B”, attached hereto; and

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.
PURPOSE**

1.01 General. The purpose of this Agreement is to establish the terms for the City’s responsibility for all costs associated with the design and construction of the City Project and to provide consent for the County’s construction of the County Project within the Taylor city limits. The County Project for CR 401 includes reconstruction and extension of the roadway including grading, bridge structure, cross drainage structure, traffic signal system, roadway signing and pavement markings.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the planning, preliminary and final design, construction bidding and management of the construction of the County Project, including the acquisition of right-of-way, if needed.

2.02 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project. Any and all costs related to permitting from the City are hereby waived.

2.03. Compliance with Sec. 791.014, Texas Government Code. Sec. 791.014, Texas Government Code, requires the City and the County to enter into a separate written approval with updated estimated costs after the approval of this Agreement.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the City Project and the County Project within the City limits after acceptance. The City agrees to allow the County to exercise the right of eminent domain on behalf of the City for the acquisition of right-of-way for the County Projects.

3.02 City Project. Design of the City Project shall be the sole responsibility of the City. The County will bid the City Project concurrently with the County Project. The City will be solely responsible for the inspection of the City Project. The City agrees to pay the County one-hundred percent (100%) of all Costs of Construction for the City Project. Upon the County's approval of each invoice for Costs of Construction, the County will transmit a copy of the invoice to the City. Upon timely receipt, proper documentation and approval of each invoice, the City shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said invoice. .

3.03 Utility Installations. The City will ensure that any proposed utility lines or related appurtenances will not conflict with construction of County Project. The City will be solely responsible for all costs related to the relocation of City utilities, including easement acquisitions.

IV.

GENERAL PROVISIONS

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

4.02 Term. This Agreement shall commence upon execution of this Agreement and shall end twenty years after the execution of this Agreement.

4.03 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.

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

4.06 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 Projects shown in the plans attached hereto as Exhibit "A."

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

4.08 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.

4.09 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 Taylor
400 Porter Street, Taylor TX 76574
Brian LaBorde, (512)352-3774
Attn: City Manager

COUNTY: 710 S. Main Street, Georgetown, Texas
78626 Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 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.

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

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Projects are a sole project of the County and are not a joint venture or other partnership with the City.

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF TAYLOR, TEXAS

By: [Signature]
Name: Brian LaBorde

Its: City Manager

ATTEST:

By: [Signature]
_____, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Name: Mark Schroeder
Title: Assistant City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 10th day of December, 2021, by Brian LaBorde as City Manager of the City of Taylor, a Texas home-rule city, on behalf of said city.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas



Exhibit "A"
County Project

RECONSTRUCTION AND EXTENSION OF EXISTING ROADWAY INCLUDING GRADING, BRIDGE STRUCTURE,
CROSS DRAINAGE STRUCTURES, TRAFFIC SIGNAL SYSTEM, ROADWAY SIGNING AND PAVEVENT MARKINGS

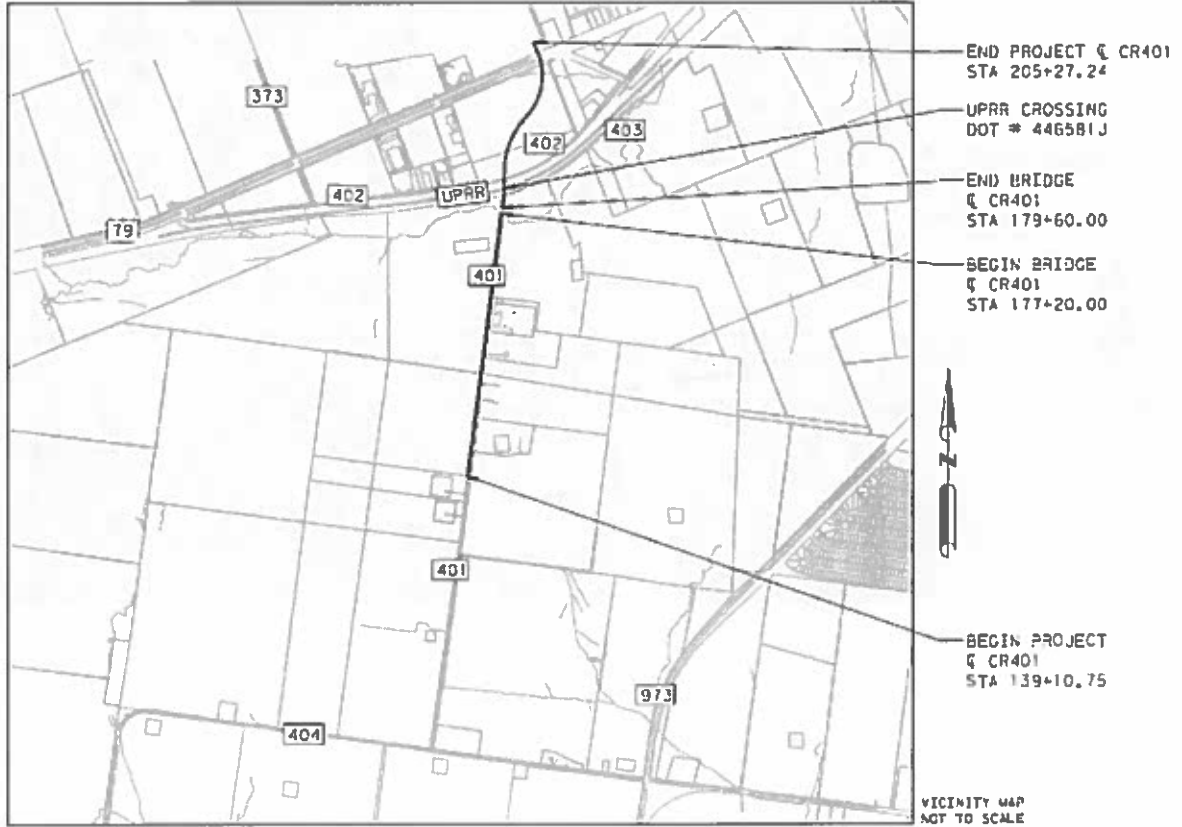


Exhibit "B"

City Project

