

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF FLORENCE, TEXAS, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE WEST MAIN STREET PROJECT**

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

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Florence, Texas (“**City**”), a Texas type-A general law municipality, and Williamson County, a political subdivision of the State of Texas (“**County**”). In this **Agreement**, 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 and constructing improvements to West Main Street from the western city limit to South Patterson Avenue, as shown in Exhibit “A” attached hereto (“**County Project**”);

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project..

II.

DESIGN AND CONSTRUCTION OF COUNTY PROJECT

2.01 Design of County Project. The County shall be responsible for contracting with a firm (“**Design Firm**”) regarding the engineering and design for the County Project and shall ensure that the design includes the following:

Construction of a culvert at the existing low water crossing and reconstruction of the existing road to two lanes with shoulders.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the

County Project (“Project Cost”). The estimated Project Cost is \$2,970,000 which includes all costs related to the County Project; except that City shall be solely responsible for relocating any City utilities.

2.03 Construction Plans. The County Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

2.04 Inspection. City may inspect all aspects of the County Project during construction. Upon receipt of notification from City that City’s inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the County Project on and within City property.

3.02 Permission to Acquire ROW. The City agrees to allow the County to acquire easements and right-of-way for the County Project, through condemnation or otherwise, within the City’s boundaries. The City further agrees to provide the right-of-way footprint to potential developers and acquire the right-of-way through the development process to the extent possible.

3.03 Operation and Maintenance After Acceptance. City agrees to be responsible for the operation and maintenance of the County Project improvements within the City’s territorial limits after completion and acceptance by the City.

3.04 City Payment. The City shall pay the County for the County Project in an amount not to exceed ONE HUNDRED THOUSAND and No/100 DOLLARS (\$100,000.00) for the design, right-of-way acquisition, and construction, including relocation costs for utilities not owned by the City (together “City Participation Amount”). The County will submit an invoice for the City Participation Amount upon award of the construction contract.

3.05 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 Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Secretary ~~Auditor~~ receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.06 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD-PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD-PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 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 damages 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.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 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.

4.03 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.

4.04. Agreement Not to Waive Immunities. Notwithstanding the foregoing, nothing in this Agreement is intended to waive any party's immunities.

GENERAL PROVISIONS

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

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 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.

5.04 Payment 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.

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

5.06 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 Project shown in Exhibit A.

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

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

5.09 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:

FLORENCE: **Mailing:** P.O. Box 430
 Street: 851 FM 970
 Florence, Texas 76527
 Attn: Ben Daniel, Mayor
 Telephone: (254) 793-2490

COUNTY: 710 S. Main Street
 Georgetown, Texas 78626
 Attn: Bill 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 Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF FLORENCE, TEXAS

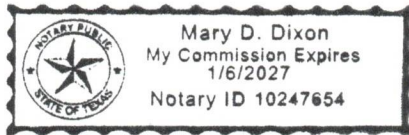
By: Ben Daniel
Ben Daniel, Mayor

ATTEST:

By: Angelica Lombardi
Angelica Lombardi, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

September **THIS INSTRUMENT** was acknowledged before me on this 5th day of September, 2024, by **Ben Daniel** as Mayor of the City of Florence, Texas, on behalf of said City.



Mary D. Dixon
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
_____, by Bill Gravell, Jr., County Judge of Williamson County,
Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"