

**INTERLOCAL AGREEMENT REGARDING  
ROADWAY SEAL COATING INSIDE TAYLOR CITY LIMITS**

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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§  
§

KNOW ALL BY THESE PRESENTS:

**THIS INTERLOCAL AGREEMENT REGARDING ROADWAY SEAL COATING INSIDE TAYLOR CITY LIMITS** ("**Agreement**") is entered into between City of Taylor, a home rule 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 seal coating county roads throughout the county during fiscal year (FY) 2019 (the "County Project"); and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the County shall seal coat the portions of roadways (without the prep work nor restriping) inside the city limits. Location of work sites is attached hereto as "Exhibit A" and incorporated herein by reference.

**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 seal coating of the portions of roadways inside the city limits caused by the County's seal coating county roads throughout the county during FY 2019 (the "City Project").

**1.02 Seal Coating of Roadways.** The County will, at its own expense, seal coat the Roadways 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 the County, to be dated in May of 2019 and entitled County Road Seal Coat FY 19.

**1.03 Continuation of Service.** The County agrees that the County Project shall be undertaken so as to minimize any lane closures to 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 seal coating of the roadways, and any changes or modifications thereto, to the City prior to commencing construction.

**2.03 Inspection.** The County shall inspect the Project Plans and the physical improvements during construction.

**2.04 Repayment of Costs.** The City shall reimburse the County for all costs that the County incurs for construction related to the seal coating of roadways as stated herein (the "City Reimbursement").

(a) The City Reimbursement shall be in an amount not to exceed Eighty Thousand Dollars (\$80,000). The final amount of the City Reimbursement will be based upon the actual contracting costs incurred by the County for the proposed seal coat work inside the City limits. 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 within 60 days after the City has finally accepted the City Project. Said acceptance will not be unreasonably withheld.

**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 Taylor, Texas  
Jim Gray (or his successor in office)  
Director of Public Works  
1424 N Main St  
Taylor, TX 76574

City of Taylor, Texas  
Jeffery Jenkins (or his successor in office)  
Interim City Manager  
400 Porter Street  
Taylor, TX 76574

**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)*

ATTEST:

Diana Barker  
City Clerk

ATTEST:

Nancy E. Riter  
County Clerk

CITY OF TAYLOR:

By: Brian LaBorde  
Printed Name: Brian LaBorde  
Title: City Manager

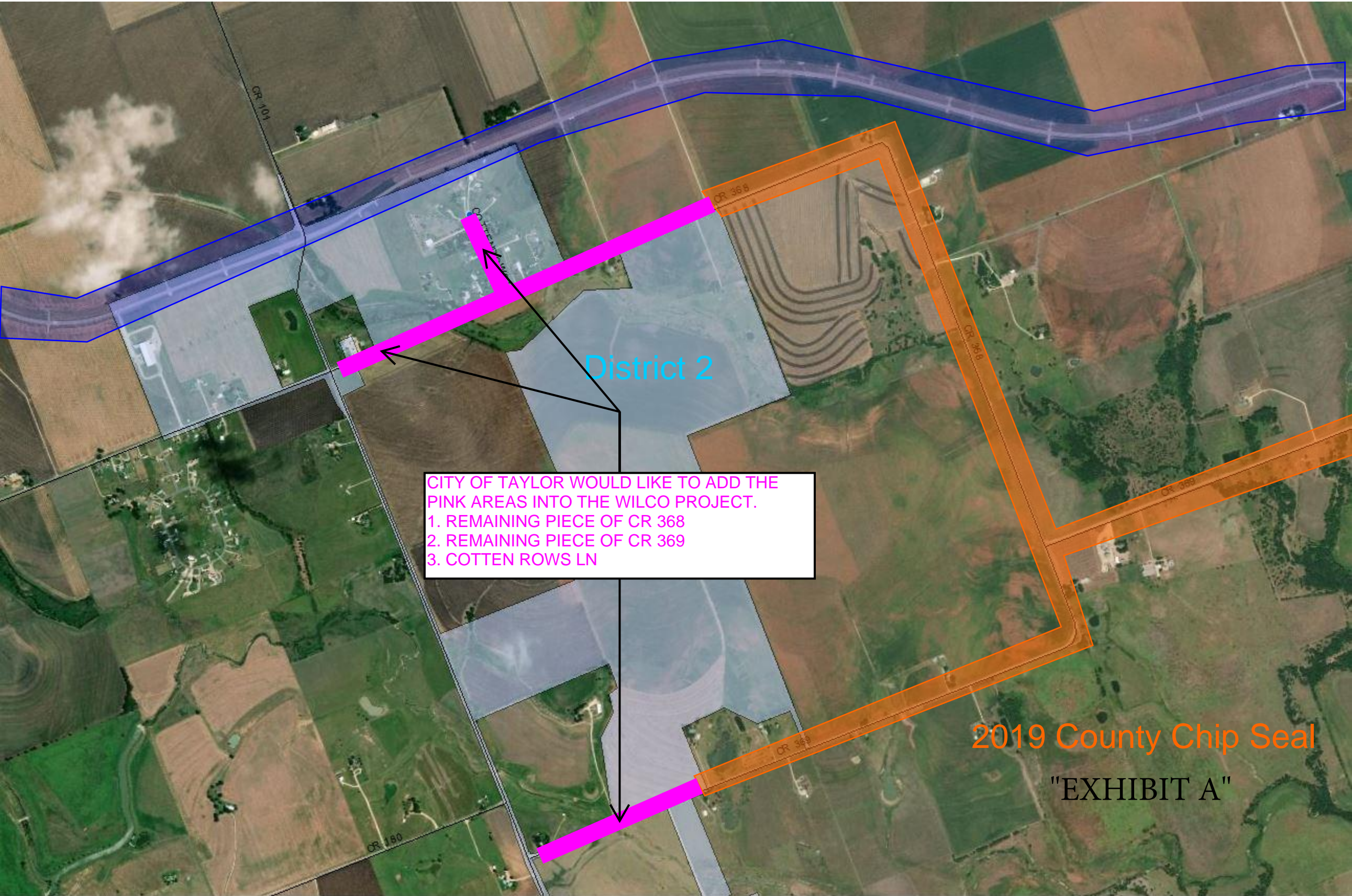
Date: 6/17/19

WILLIAMSON COUNTY:

By: Bill Gravell, Jr.  
Printed Name: Bill Gravell, Jr.  
Title: County Judge

Date: July 9, 2019





District 2

CITY OF TAYLOR WOULD LIKE TO ADD THE PINK AREAS INTO THE WILCO PROJECT.

1. REMAINING PIECE OF CR 368
2. REMAINING PIECE OF CR 369
3. COTTEN ROWS LN

2019 County Chip Seal

"EXHIBIT A"