

**INTERLOCAL AGREEMENT  
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND  
CONSTRUCTION COSTS RELATED TO THE SOUTHEAST LOOP CONSTRUCTION  
PROJECT**

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 Southeast Loop from the current terminus of CR 138 at SH 130 to north of the intersection of FM 3349 and US 79, the approximate location being 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

**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 provide consent for the County’s design and construction of the County Project with the Taylor city limits. The County Project includes the planning of a future controlled-access facility from SH 130 to north of US 79 and the design and construction of the first phase of segment 1, a three-lane roadway from the current terminus of CR 138 at SH 130 to CR 137 and segment 3, from the FM 3349 intersection with CR 404 to the CR 101 intersection with CR 395, including the overpass at US 79.

**II.  
CONSTRUCTION OF COUNTY PROJECT**

**2.01 County Obligations.** The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project.

**2.02 Construction Plans.** The County will submit the plans and specifications related to the County Project to the City.

**2.03 Inspection.** The City may inspect all aspects of the County Project that are within the City Limits during construction. Upon receipt of notification from the City that the 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 the City.

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

**2.05 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 County Project for those sections of the County Project that lie within the City Limits. The County shall require the contractor to provide performance bonds, and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

### **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, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits as shown currently in the attached Exhibit "FM 3349 Maintenance Limits."

**3.02 Utility Conflicts.** City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that it shall be responsible for all design and construction costs to relocate utility lines if said lines are within existing right-of-way. Conversely, it shall be the County's obligation to pay all design and construction costs for utility relocations if said lines lie within easements held by the City.

#### IV. 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.

**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 Default and Remedies.** If City fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

**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 the plans attached hereto as 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. 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:

**CITY:** City of Taylor  
400 Porter Street  
Taylor, TX. 76574  
Telephone: (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 Project is a sole project of the County and is not a joint venture or other partnership with the City.

*(SIGNATURES ON FOLLOWING PAGE)*



CITY OF TAYLOR, TEXAS

By: B. LaBorde

Name: Brian LaBorde

Its: City Manager

ATTEST:

By: Rocio Lopez  
Administrative Assistant

APPROVED AS TO FORM:

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

Name: \_\_\_\_\_

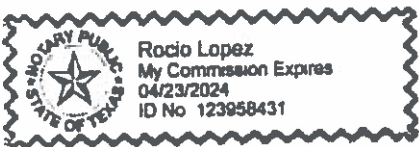
Title: \_\_\_\_\_

THE STATE OF TEXAS                   §

  §  
COUNTY OF WILLIAMSON           §

THIS INSTRUMENT was acknowledged before me on this 29 day of November, 2021, by Brian LaBorde as City Manager of the City of Taylor, a Texas home-rule city, on behalf of said city.

Rocio Lopez  
Notary Public, State of Texas



WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.  
Bill Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister  
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

THIS INSTRUMENT was acknowledged before me on this 7<sup>th</sup> day of December, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Rebecca Smith  
Notary Public, State of Texas

**Exhibit “A”**