

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF TAYLOR, TEXAS AND
WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE CORRIDOR A2 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 ("City"), a Texas home-rule 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 a roadway from FM 973 to State Highway 95, 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:

**I.
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:

A new location three-lane road between FM 973 and SH 95.

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 \$29,500,000.00 which includes all costs related to the County Project; except that the City shall be solely responsible for the relocation of any City utilities.

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

III. CITY OBLIGATIONS

3.01 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) for the design, right-of-way acquisition, and construction, including utility 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. City payment shall be due on June 15, 2025.

3.02 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.

V. 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:

TAYLOR: 400 Porter Street
Taylor, TX 76574
Attn: Brian Laborde
Telephone: (512) 352-6475
Facsimile: (512) 352-6037

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.

THE CITY OF TAYLOR, TEXAS

By:

Dwayne Ariola
Dwayne Ariola, Mayor

ATTEST:

By:

Lucy Aldrich
Lucy Aldrich, City Clerk

THE STATE OF TEXAS

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§
§

COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on this 25 day of October, 2024, by DWAYNE ARIOLA as MAYOR of the City of Taylor, Texas, on behalf of said City.



Christine Silva Gonzales
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

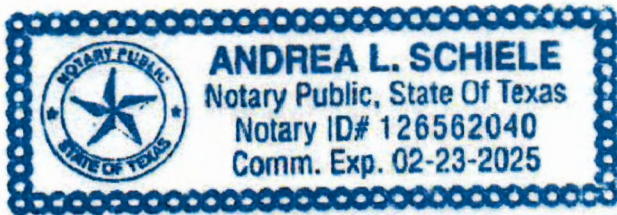
By: Bill Gravell, Jr.
Bill Gravell, Jr. (Nov 5, 2024 20:23 CST)
Bill Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
Nov 5, 2024 by Bill Gravell, Jr., County Judge of Williamson
County, Texas, on behalf of said County.



Andrea L. Schiele
Notary Public, State of Texas

EXHIBIT "A"



