

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE COSTS RELATED TO
THE RESURFACING OF REAGAN BOULEVARD WITHIN THE CITY LIMITS OF
JARRELL, TEXAS**

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

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Jarrell, Texas, a Texas general law Type-A city (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 resurfacing Ronald Reagan Blvd., a portion of which is within the city limits of the City (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 for the City’s participation in the costs to re-surface that portion of Reagan Blvd. that lies within the City limits, the location of which is approximately shown on Exhibit “A” which is attached hereto (“**City Project**”).

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the construction of the County Project and the City Project, unless otherwise specified herein (“**County Project Costs**”).

2.02 Construction Plans. The County has submitted the plans and specifications related to the County Project and City Project to the City (“**Plans**”). The Plans are those plans prepared on behalf of the County dated February 7, 2024 and entitled “**Ronald Reagan Blvd.**”

Improvements.” Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.03 Inspection. The City may inspect, or cause to inspect, all aspects of the City Project 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. Any permits required by the City are waived.

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. 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 all warranties for the County Project to the City upon final completion and acceptance of the Project.

III.

CITY OBLIGATIONS

3.01 City Reimbursement. The City shall reimburse the County the sum of up to and no more than One Million Four Hundred and Ten Thousand Dollars (\$1,410,000.00) (City Reimbursement”) as its cost to pay for the City Project. The City Reimbursement shall be payable over a term of five years after the City has accepted the City Project. An initial City Reimbursement of Six Hundred Thousand Dollars (\$600,000.00) shall be paid to the County within thirty (30) days after receipt of written notice, which shall occur after the City Project is accepted. The balance of the annual City Reimbursements (\$810,000, or \$202,500 a year) shall be payable within thirty (30) days after receipt of written notice from the County, subject to the Texas Prompt Payment Act. This provision shall in no way be construed to obligate the City to pay for County Project Costs not specifically identified and agreed upon in the terms of this Agreement.

3.02 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 continue to maintain that portion of Ronal Reagan Blvd. that lies within the City limits. The County will use its best efforts to construct the City Project with as little disruption of traffic as possible.

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 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.

4.02 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 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 Resurfacing 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 Default and Remedies. If the 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, the 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, the 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 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.

5.06 Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, such event shall not be deemed a default or breach by the Party unable to perform until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

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

5.08 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."

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

5.10 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.

5.11 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:

JARRELL: 161 Town Center Blvd.
Jarrell, Texas 76537
Attn: City Manager
(512) 746-4593

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

5.12 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.

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

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

5.15 No Joint Venture. The County Project and City 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 JARRELL, TEXAS

By: [Signature]
Mayor



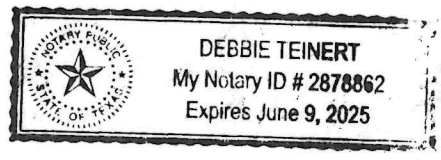
ATTEST:

By: [Signature: Dianne Peace]
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 20th day of May, 2024, by Patrick Shere as Mayor of the City of Jarrell, on behalf of said city.

[Signature: Debbie Teinert]
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

RONALD REAGAN BLVD PROPOSED MILLING AND OVERLAY LIMITS OF JARRELL'S CITY LIMITS



Exhibit "A"

MAP SCALE
1" = 300'

NO.	REV.	DATE	BY	CHKD.
 WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE				
Drawn by:	AWJ	3151 S.E. INNER LOOP	PROJECT NO.	107-1
Checked by:	KOK	GEORGETOWN, TEXAS 78626	DATE	11/16/2023
Drawn by:	AWJ	512-943-3300	SCALE	1" = 300'
Checked by:	FOK	www.wilco.org		