

MEMORANDUM OF UNDERSTANDING  
Between the  
the CITY OF SAN ANGELO and TOM GREEN COUNTY

This Memorandum of Understanding (MOU) is entered into by and between City of San Angelo ("City"), and Tom Green County, a legal and political subdivision of the State of Texas ("County").

**RECITALS**

Whereas, Tom Green County is in the process of constructing a new jail facility; and

Whereas, the construction requires the installation of a sewer system as well as a 60' access easement through City property; and

Whereas, the City of San Angelo is interested in reducing the number of lift stations already existing in the vicinity of the proposed jail; and

Whereas, the Parties agree it is in their best interests to work together on the completion of these projects; and

Whereas, the parties agree that this MOU shall constitute a performance agreement as is necessary for the completion of the City's platting process.

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

1. Recitals. The recitals set forth above are true and correct.
2. City's responsibilities. The City agrees to the following:
  - A. Pay all engineering costs associated with the design of the sewer line as shown in Exhibit "A" to this agreement.
  - B. Upon completion of the design, provide all relevant documents associated with the design to the County.
  - C. Provide inspection services during the construction of the sewer line to ensure it is being constructed according to the design.
  - D. Extend a sewer main onto the property of the Fire Training Center and animal shelter.
  - E. Allow the County to tie the 4-H center into the gravity sewer line main, if feasible, at the sole cost of the County.
  - F. Allow the County to tie into the gravity sewer line main at the Roy Robb Facility and TDCJ Work Camp facilities, if feasible, at the sole cost of the County and abandon any existing infrastructure on County property currently in use in

accordance with the TCEQ requirements for abandonment by Counties of such facilities.

- G. Obtain reimbursement of ½ of the proportionate construction costs incurred by the County for the construction of the line from the City of San Angelo Development Corporation in the event any lot in the Industrial Park complex adjacent to the sewer main develops and forward such reimbursement amount to the County Treasurer within 20 days of its receipt.
- H. Be responsible for tying the Fire Training Center and animal shelter into the system at the sole cost to the City and abandoning all existing infrastructure in accordance with the TCEQ requirements for abandonment of such facilities.
- I. Pay for a written description and recording of a 20 ft. utility easement across County, City, and COSADC property for the sewer line as generally depicted in Exhibit "A" and as mutually agreed upon by the parties.
- J. Maintain the sewer line upon its installation and acceptance by the City.
- K. Maintain the portion of the roadway that is built to City standards and specifications as depicted in green on Exhibit "B" to this agreement.

3. County's responsibilities. The County agrees to the following:

- A. Upon receipt of the sewer line design documents, the County will put the documents out for bid. Upon approval of the bid by the County, award the bid pursuant to all local and state bidding requirements.
- B. Pay for surveying, staking, construction and installation of the sewer line according to the design specifications provided by the City.
- C. Upon construction of the sewer line execute any documentation necessary to dedicate the sewer line to the City.
- D. Be responsible for all costs associated with tying County facilities (4-H, Roy Robb, and TDCJ Work Camp) to the sewer line including the abandonment of current facilities. All abandonments of sewage facilities on shall comply with all TCEQ standards and specifications for Counties.
- E. Build to City standards all portions of the road as identified and approved on the City's Thoroughfare plan depicted in green on Exhibit "B" to this agreement.
- F. Build to County standards and maintain all portions of the road depicted in pink on Exhibit "B" to this agreement.
- G. Pay for a written description and recording of a 60 ft. non-exclusive access easement across City property that will extend east from US Highway 67 and end at the property designated as the site for the jail facility as generally depicted on Exhibit "B" to this agreement and as mutually agreed upon by the parties.
- H. The County shall within 3 years of approval of the plat install the required streets and utilities as required on the final plat.

4. Term. This Agreement shall become effective as to each Party when approved and executed by that Party.

5. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to these matters. No other oral or written commitments of the Parties shall have any force or effect if not contained herein.
6. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.
7. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
8. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
9. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.
10. Warranty. This Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County to which this Agreement pertains.
12. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

(Signature Page to Follow)

Tom Green County,  
a legal and political subdivision  
of the State of Texas

By:   
Stephen C. Floyd, County Judge  
acting in his official capacity  
and not individually

DATE: 9-22-16.

City of San Angelo, Texas

By: \_\_\_\_\_  
Dwain Morrison, Mayor

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Theresa James, City Attorney