

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF
GEORGETOWN, TEXAS REGARDING THE SHARING OF COSTS TO DESIGN AND
CONSTRUCT CERTAIN SECTIONS OF THE GEORGETOWN INNER LOOP**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2017, by and between WILLIAMSON COUNTY (the "County") and the CITY OF GEORGETOWN, TEXAS (the "City") , political subdivisions of the State of Texas.

WITNESSETH:

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; and

WHEREAS, the City and the County are interested in sharing the costs for the design and construction of certain sections of the Georgetown Inner Loop running from Maple Street to Belmont Street (the "Project"), as shown on Exhibit "A", attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. **Project Definition.** The Project shall be the design and construction of certain sections of the Georgetown Inner Loop as shown on Exhibit "A." Sections A, C, and D will be widened (not reconstructed) to three lanes with right-turn lanes at Wilco Way, driveways to County-owned facilities, and Rockride Drive. No work will be done on Section B.

3. **County Obligations.** Except as stated below and as shown on Exhibit "B", the County shall be solely responsible for the payment of all costs related to the Project, including but not limited to, professional engineering and environmental costs, acquisition of right-of-way, relocation of utilities, construction, and construction materials testing. The County shall serve as Project Manager for the Project and shall assign staff to the Project Management Team as described herein that will oversee the Project.

4. **City Obligations.** The City agrees that the County shall serve as Project Manager for the Project. The City shall assign staff to the Project Management Team. The City shall pay to the County the total sum of Six Hundred and Twenty Thousand Dollars (\$620,000), as shown on Exhibit "B", as compensation to the County for the widening of Section C as described in this Agreement. The \$620,000 payment for the widening of Section C shall be due 45 days after City's receipt of written notice from the County that a contract has been awarded for the Project. In addition, the City will be solely responsible for costs incurred by the County related to adjusting the water valve box to grade and relocating or adjusting the existing fire hydrant assembly not to exceed an amount of \$9,000, as shown on Exhibit "B". The City shall remit to the County the actual cost of the adjustment of the water valve box and relocation or adjustment of the existing fire hydrant assembly within 45 days after the City receives a request for payment detailing those actual costs. The City will be responsible for the design and construction of the electric utility relocation.

5. **Project Management Team.** The Project Management Team will be comprised of two staff members one from the City and one from the County. The Project Management Team will meet attend pre-bid conference meeting and will meet prior to bid award. After bid award, the Project Management Team shall meet regularly to review the progress of Project construction. The City shall have the right to inspect the Project and receive and review material testing reports.

6. **Ownership of Work.** The City agrees to allow the County to construct the Project within the City limits. The City agrees to continue to be responsible for the operation and maintenance of the Project after completion.

II.

Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.
3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.
5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed

and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge
Williamson County, Texas

ATTEST: _____
Nancy Rister, County Clerk

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: _____
Charlie McNabb, City Attorney

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

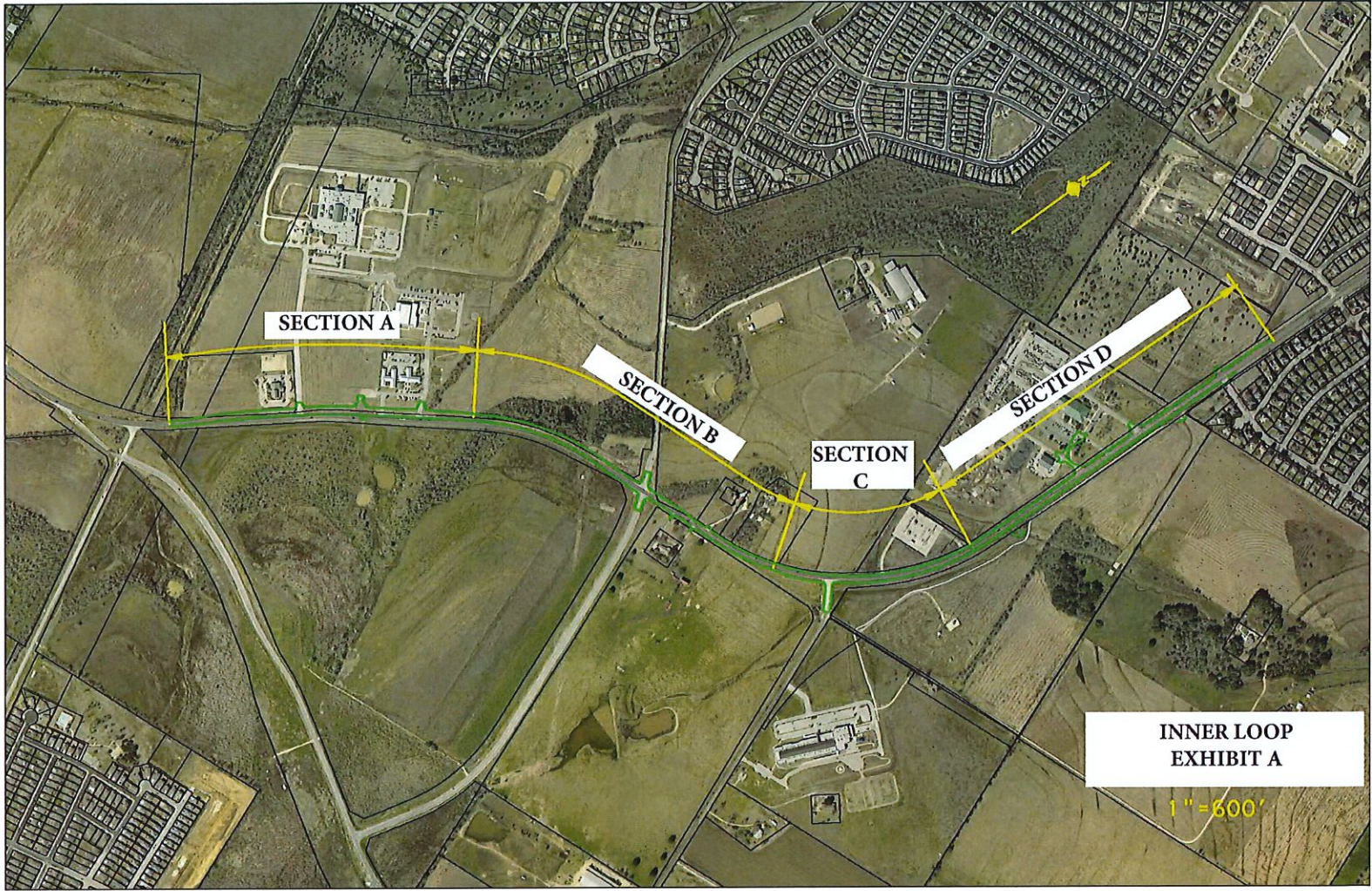
THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of the City.

Notary Public

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2017, by Dan A. Gattis as County Judge of Williamson County, Texas.

Notary Public



INNER LOOP COST - EXHIBIT 'B'

NOTCH AND WIDEN SECTION A, C, & D					
	SECTION A - WILCO WAY	SECTION B - SOUTHWESTERN	SECTION C - ROCKRIDE	SECTION D - CENTRAL MAINTENANCE FACILITY	TOTAL
LENGTH OF IMPROVEMENTS	0.49 MI	0.00 MI	0.19 MI	0.54 MI	1.22 MI
ROW ACQUISITION	5.00 AC	0.00 AC	0.00 AC	0.00 AC	5.00 AC
ROADWAY IMPROVEMENTS	\$2,000,000	\$0	\$560,000	\$2,000,000	\$4,560,000
ENGINEERING REDESIGN	\$50,000	\$0	\$0	\$100,000	\$150,000
ROW ACQUISITION	\$100,000	\$0	\$0	\$0	\$100,000
ATMOS	\$149,000	\$0	\$0	\$0	\$149,000
CITY OF GEORGETOWN ELECTRIC	\$90,500	\$0	\$0	\$0	\$90,500
CITY OF GEORGETOWN WATER	\$8,197	\$0	\$0	\$64,110	\$72,307
ATT METRO	\$201,400	\$0	\$0	\$10,400	\$211,800
TOTAL	\$2,599,097	\$0	\$560,000	\$2,174,510	\$5,333,700

CITY OF GEORGETOWN ROADWAY PARTICIPATION (SECTION C) = \$560,000
 CITY OF GEORGETOWN UTILITY RELOCATION PARTICIPATION (SECTION A, C, & D) = \$9,000
TOTAL CITY OF GEORGETOWN PARTICIPATION = \$569,000