

**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY, TEXAS AND THE  
CITY OF GEORGETOWN, TEXAS  
FOR THE CONSTRUCTION AND MAINTENANCE OF A PUBLIC ROADWAY**

THIS INTERLOCAL AGREEMENT is made and entered by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County") and the CITY OF GEORGETOWN, a Texas home-rule municipal corporation (the "City"), for purposes of designing, engineering, reconstructing and maintaining **County Road 104** from 0.5 miles south of State Highway 29 to State Highway 130.

**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 and for the joint use of facilities 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 planning the design and reconstruction of a roadway from 0.5 miles south of State Highway 29 to State Highway 130 in the approximate location shown in the attached and incorporated Exhibit "A" ("County Road 104 Phase II");

WHEREAS, the County Road 104 Phase II project generally consist of an approximately 2000-foot long section with curb and gutter and a remaining approximately 3800-foot long section with shoulders conforming with the roadway typical sections as shown on the attached Exhibit "B", and containing two bridges conforming with bridge typical sections as shown in the attached Exhibit "C";

WHEREAS, the County and the City recognize the need to improve the safety of the existing roadway and existing bridges; and

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

**I. OBLIGATIONS AND AGREEMENTS OF COUNTY**

- A. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of the project referred to herein as County Road 104 Phase II, which shall also include the acquisition and related costs of a minimum 80-foot-wide strip of right-of-way. County Road 104 Phase II shall be constructed in accordance with both the design plans developed for the project and the County's Subdivision Regulations, as amended (hereinafter the "County's Regulations").
- B. The County shall be responsible for management of the County Road 104 Phase II project, including oversight of the actual construction of County Road 104 Phase II. In the event County hires contractors to perform any of the necessary construction services, County shall be responsible for management of any of its construction contractors, payment to its contractors and assuring that the contractor complies with all requirements relating to the construction of County Road 104 Phase II, including the obtaining of any necessary permits, other than City permits, for the project.

- C. Unless otherwise specified by the County, the County's Engineer or his designee shall act as the County's single point of contact (hereinafter "County's SPOC"), with the City. The County's SPOC shall be knowledgeable in the planning, content, subject matter and construction of County Road 104 Phase II. The County's SPOC shall possess decision making ability and authority; provided, however, such decision making ability and authority shall be subject to any limitations in which the Williamson County Commissioners Court wishes to assert.
- D. The County will inspect construction of the County Road 104 Phase II project at reasonable times and intervals and the City's staff may accompany the County's staff during such inspections. The County will provide the City's SPOC with seventy two (72) hours telephone notice of preconstruction conferences, periodic inspections and regular meetings regarding the construction of County Road 104 Phase II. The County will also provide the City with seventy two (72) hours telephone notice of the final inspection. The City may elect to have its employees or staff inspect or observe construction of the Project from time to time. The City's representatives shall have a reasonable right to access and is encouraged to inspect the Project as construction progresses, and the County shall not interfere with such access or inspection by the City or its designated representative(s).
- E. Upon completion of construction in accordance with the project's design plans and the County's Regulations, the County Road 104 Phase II project will be deemed to have complied with applicable City development regulations and the final construction summary and a set of record drawings shall be provided to the City.
- F. After a period of twelve (12) months from the Date of Completion, the County and the City shall jointly inspect County Road 104 Phase II and the County shall, within four (4) weeks of the joint inspection, correct or cause to be corrected any deficiencies that are found in the construction of County Road 104 Phase II. For purposes of this Agreement, the "Date of Completion" of County Road 104 Phase II shall be the date that the County verifies, in writing, that County Road 104 Phase II has been completed in accordance with the design plans and County's Regulations.
- G. The County shall obtain all warranties, guarantees and bonds with the City of Georgetown, Texas, named as co-beneficiary, and will assist the City in enforcing such guaranties, warranties and bonds to the extent practicable.

## **II. OBLIGATIONS AND AGREEMENTS OF CITY**

- A. Unless otherwise specified by the City, the City's Systems Engineering Director or his/her designee shall act as the City's single point of contact (hereinafter "City's SPOC"), with the County. The City's SPOC shall be knowledgeable in the planning, content, subject matter and construction of County Road 104 Phase II and he/she shall possess decision making ability and authority; provided, however, such decision making ability and authority shall be subject to any limitations in which the City Council of Georgetown, Texas, wishes to assert.
- B. The City hereby agrees to work with the County and cooperate to facilitate the design and construction of County Road 104 Phase II. The City further agrees that during the period prior to the Date of Completion, the City will refer any inquiries from the public regarding County Road 104 Phase II to the County.
- C. The City's obligation to provide permanent maintenance of County Road 104 Phase II shall survive any termination of this Agreement.

- D. If, within twelve (12) months following the Date of Completion, the City identifies any major deficiencies in the construction of County Road 104 Phase II, the City shall notify the County of such deficiencies. County shall correct or cause to be corrected any deficiencies during the said (12) twelve month period.
- E. The City agrees that all City permits and/or associated fees, if any, shall be waived for the construction of County Road 104 Phase II.
- F. The bid tabulation and related information for the construction of the project shall be submitted to the City for its review and consideration. The County shall consider the advice and recommendations of the City, but the decision as to the acceptance of any bid shall be within the sole discretion of the County, provided that, the county shall not accept any bid of a contractor, or allow the contractor to use a subcontractor, that is not on the current TxDOT Bid List.
- G. The County shall furnish the bid tabulation and recommendation of award to the City not less than 10 days prior to awarding a contract for construction of the project. The County shall also specify the date on which the County shall determine the award of the construction contract.

### **III. TERM AND TERMINATION**

- A. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one-year periods, and shall expire one year after the Date of Completion, unless previously terminated pursuant to Section III. B.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice shall specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

### **IV. MISCELLANEOUS**

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.

- C. Alteration, Amendment or Modification. This Agreement may not be altered, amended or modified except in writing, approved by the County Judge of Williamson County and either the City Manager or Mayor of the City of Georgetown.
- D. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The addresses of the County and the City for all purposes shall be:

**To County:**

County of Williamson  
c/o Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**To City:**

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627-0409

with a copy to:

Honorable Jana Duty (or successor)  
Williamson County Attorney  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

- E. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party 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.
- G. Compliance with Laws. The parties hereto shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- H. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be


construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- J. Incorporation of Exhibits and Attachments. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- K. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- L. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties hereto understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees or other agents to induce execution of this Agreement.

**WHEREFORE**, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

**COUNTY**

By:

  
Dan A. Gattis, County Judge

Date:

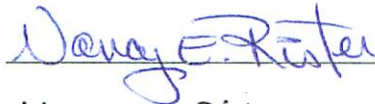
5/26/09

ATTEST:

Printed

Name:

Title:



Nancy E. Rister

County Clerk

**CITY**

By:

  
George G. Garver, Mayor

Date:

5/19/09

ATTEST:

Printed

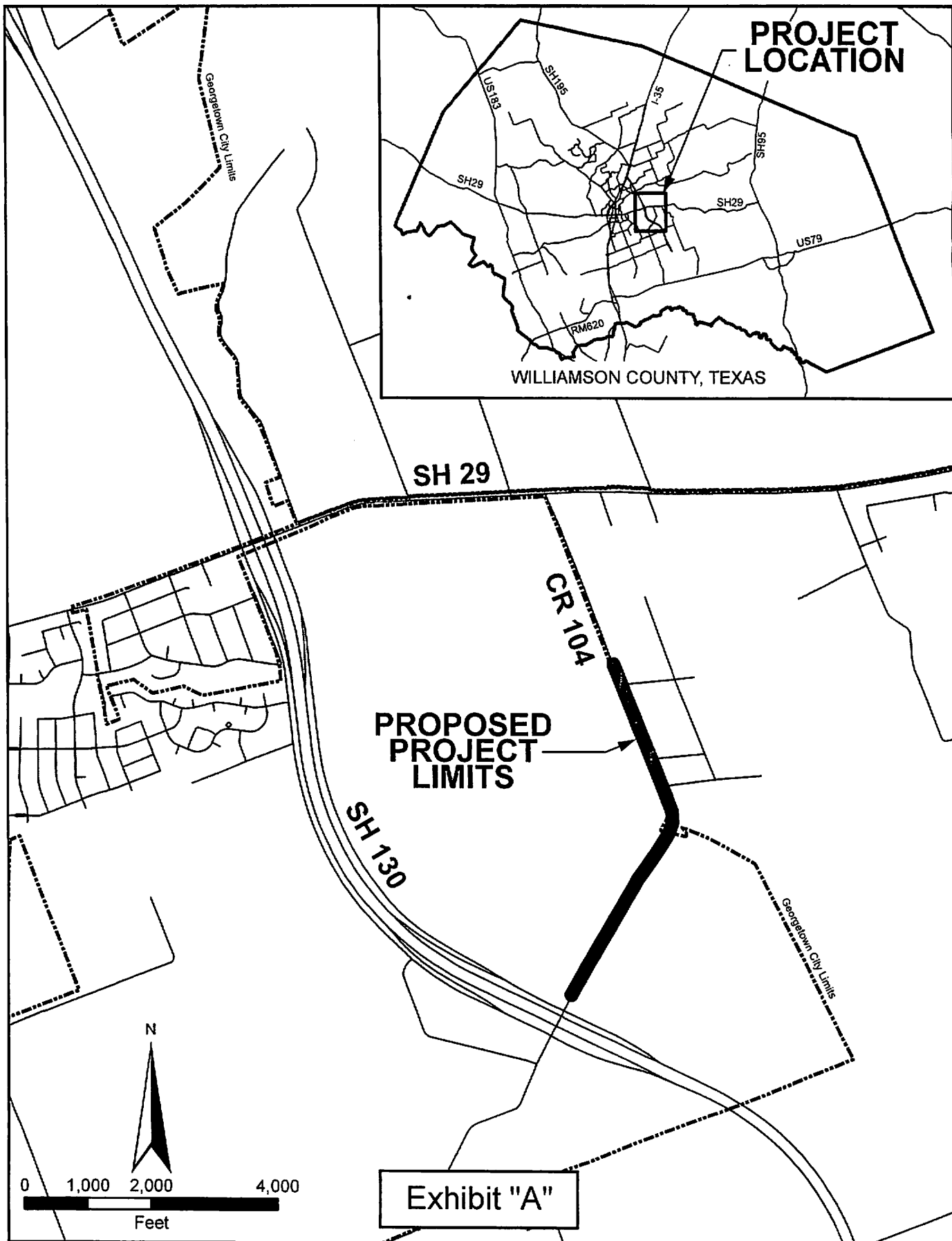
Name:

Title:



Jessica Hamilton

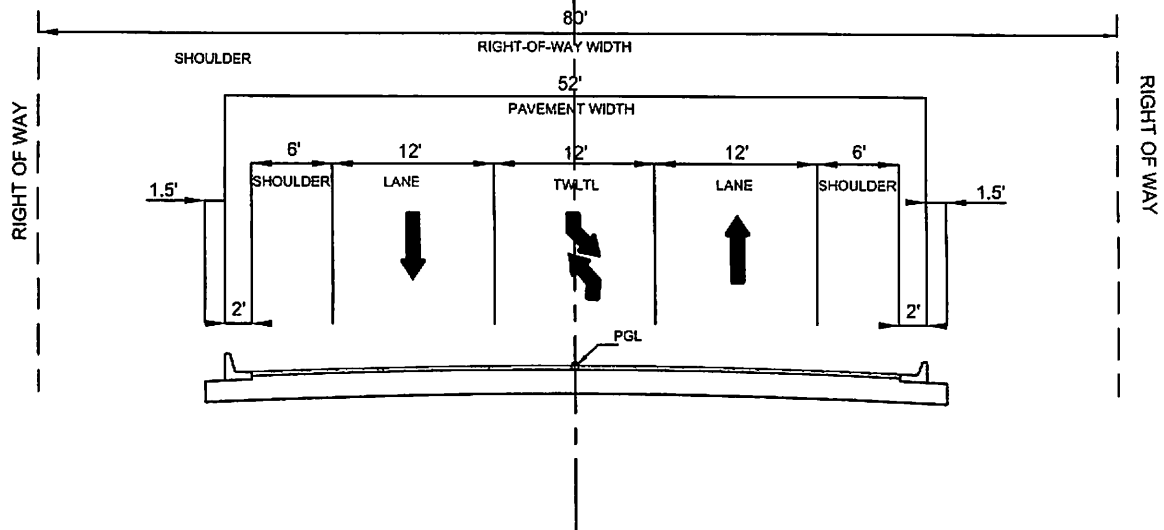
City Secretary



# CR 104 PHASE II PROJECT LOCATION MAP

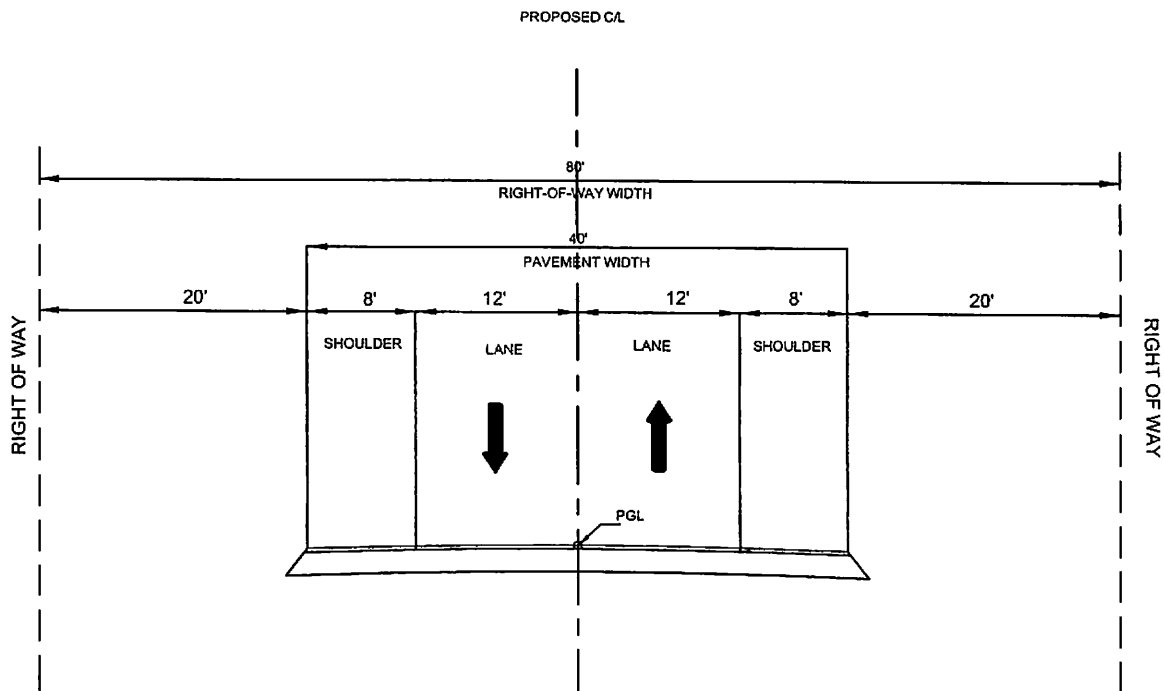
FROM 0.50 MILES SOUTH OF SH 29 TO SH 130

# EXHIBIT B



CR 104 PROPOSED TYPICAL SECTION (CURBED)

STA. 29+00.00 TO STA 49+55.00

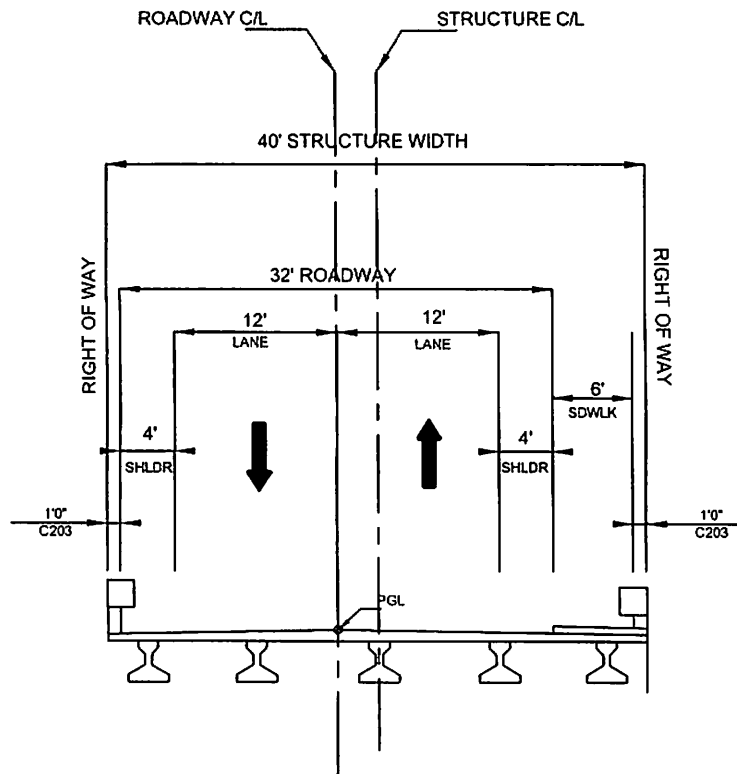


CR 104 PROPOSED TYPICAL SECTION (UNCURBED)

STA. 49+55.00 TO STA 55+69.38  
STA. 58+10.29 TO STA 71+39.30  
STA. 72+0930 TO STA 87+50.00

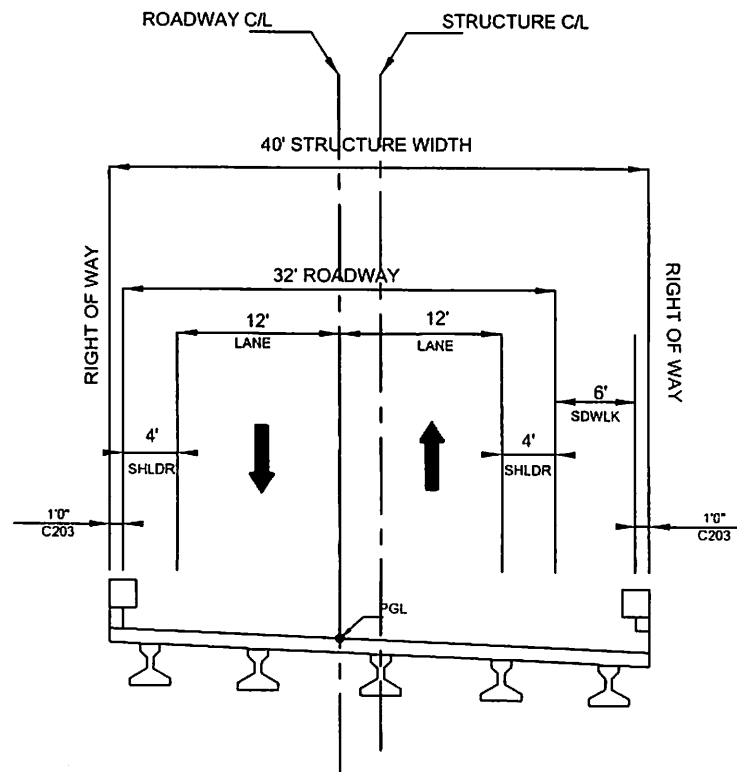
NTS

# EXHIBIT C



CR 104 PROPOSED BRIDGE SECTION

STA. 71+39.30 TO STA 72+09.03



CR 104 PROPOSED BRIDGE SECTION

STA. 55+69.38 TO STA 58+10.29

NTS