

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF  
GEORGETOWN, TEXAS REGARDING THE SUPPLEMENTAL PAYMENT TO HDR  
ENGINEERING FOR A CITY OF GEORGETOWN TASK ORDER FOR DESIGN OF THE  
SOUTHWEST BY-PASS AND APPOINTMENT OF WILLIAMSON COUNTY AS THE  
PROJECT MANAGER FOR THE SOUTHWEST BY-PASS**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 has previously contracted with HDR Engineering, Inc. (HDR) for professional services to develop the Design Schematic and Plans, Specifications and Estimate (PS&E) for the Wolf Ranch Parkway Extension, TIP Project #14A, a road connecting the Southwest Bypass with DB Wood Road south of SH 29 and PS&E for Southwest Bypass, running from SH 29 to Leander Road, TIP Project #14B; and

**WHEREAS**, the City is considering the approval of a new Task Order to said HDR's Master Service Agreement to provide professional services to develop the Design Schematic and Plans, Specifications and Estimate (PS&E) for the Southwest Bypass, which will connect the Southwest Bypass, running from SH 29 to FM 2243 (Leander Road), TIP Project #14B from FM 2243 (Leander Road) to IH-35, TIP Project #14C; and

**WHEREAS**, the County is interesting in sharing in the cost of said engineering services and acting as the Project Manager for the Southwest Bypass project (the "Project");

**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. **County Obligations.** The County agrees to be responsible for professional engineering costs paid by the City to HDR for a Task Order Amendment providing PS&E for the Project, up to and no more than \$300,000 and will reimburse the City those costs. The County agrees to serve as Project Manager for the Project which at this time includes the design thereof, estimating the total costs of the project and coordinating funding options therefore. Later, at the discretion of the Project Management Team, the County may obtain detailed designs of the Southwest By-Pass, go out for bids, award the construction contract or contracts, be primarily responsible for the payment of construction costs subject to reimbursement agreements with the City and with other entities for a portion of the costs and monitor the construction on the Project (construction administration) as to ensure the timely completion thereof within budget. The County will assign staff to the Project Management Team that will oversee the project as outlined in the future Task Order with HDR for the Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. The Primary Project Manager for Williamson County will be The Williamson County Director of Infrastructure. The Project Management Team will include equal numbers of members of the City and County..

3. **City Obligations.** The City agrees that the County shall serve as Project Manager for the Project. The City will assign staff to the Project Management Team that will oversee the project as outlined in the future Task Order with HDR Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. The City has assigned the City's Director of Transportation Services to be on the

Project Management Team, who will be kept informed of all material information on the Project by the County. The City reserves the right to assign additional staff

4. **Project Management Team.** The Project Management Team will negotiate the future Task Order with HDR, which at a minimum will provide plan preparation and review, completeness, accuracy, QA/QC, feasibility, value engineering (to the extent practicable), acknowledging the City's current and future needs and the County's current and future needs for this project. Any changes to the composition of the Management Team by either party will be provided in writing to each party within ten (10) days of becoming effective.

5. **County Payments.** The County shall remit to the City all payments agreed to as stated above, within thirty (30) days after receipt of written invoices.

6. **Ownership of Work.** The City and County retain joint ownership of the PS&E work product produced under the future Task Order with HDR for the Southwest Bypass from FM 2243 (Leander Road) to IH-35, TIP Project #14C. Construction Administration and future maintenance of the Southwest Bypass are not the subjects to this agreement, however, said construction administration and future maintenance may be tasks that are later approved by the County to undertake as requested by the Project Management Team. The parties agree that any future construction plans and designs will be in substantial compliance with the PS&E as prepared by HDR Engineering, except for changes that are approved by a documented majority vote of the Project Management Team.

## **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.

8. **Payment from Current Budget.** Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9. **Limitations of Funding Approval.** Any interim or other funding obligations of the City of Georgetown shall not exceed \$300,000 without additional authorization from the City Council of the City of Georgetown.

10. **Duration of Agreement.** The City expects that the task order with HDR to be approved within the next thirty days and with services by HDR to be completed within one year. The Parties expect that the Southwest By-Pass may take up to eight years to be completed and therefore this Agreement as to Project Management shall extend until the 31<sup>st</sup> day of December 2020 unless terminated at an earlier date by either party.

11. **Termination.** Either party can terminate this Agreement upon sixty (60) days written notice.

**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

**CITY OF GEORGETOWN, TEXAS**

By: 

George Garver, Mayor  
City of Georgetown, Texas