

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective the date of the last entity to sign below, among WILLIAMSON COUNTY (the "County"), the CITY OF LEANDER, TEXAS (the "City"), and LEANDER INDEPENDENT SCHOOL DISTRICT (the "District"), all political subdivisions of the State of Texas and are sometimes collectively referred to as "the Parties".

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; and

WHEREAS, the City, the County, and the District now desire to cooperate in the cost sharing of the funding of improvements to County Road 179 from Ronald Reagan Blvd. to County Road 175, as shown on Exhibit "A", attached hereto (the "Project"), the District offering its participation because the Project will benefit property owned by the District immediately adjacent to the Project;

WHEREAS, the total estimated cost of the entire Project (the "Project Costs"), including Design, engineering, surveying, geotechnical, environmental, right-of-way acquisition, Construction, and construction testing estimated to be \$3,600,000; and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of \$1,500,000 and the City and District have committed the remaining funds necessary to complete the Project as set forth below; and

WHEREAS, the City has agreed to annex that portion of the Project not currently within its city limits;

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

I. Definitions

The term "Design" for the purposes of this agreement means engineering, surveying, geotechnical, environmental and any other professional or technical service required to produce bidding documents, plans and specifications for the Project.

The term "Right-of-Way" acquisition means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.

The term "Construction" means the provision of all materials, equipment, labor, surveying, mitigation expenses, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City.

II. County Obligations

The County commits to funding ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000) for the Project. Within thirty (30) calendar days of the award of a contract for the Project, the County shall deposit \$500,000 into a fund to be established and administered by the City (the "Construction Fund"). Within six months after the award of a contract, the County shall deposit an additional \$500,000 into the Construction Fund. The remaining \$500,000 shall be deposited in to the Construction Fund upon the earlier of (i) twelve months after the contract award or (ii) notification by the City of reaching substantial completion of the Project.

In the event that the costs incurred by the City for the Project Costs exceed the estimated project costs, then the City and the District (and not the County) shall bear sole responsibility for completing the Project as set forth below (i.e., through additional funding or through design alternatives).

The County is not liable for, and it shall be the City's sole responsibility, at its own cost and expense, to pay for all Design, Construction, and additional Right-of-Way costs, if necessary, related to the Project. The County will allow the City to use and modify, if necessary, existing design and engineering plans prepared by the County.

The County agrees to convey all Project right-of-way to the City within thirty (30) days after the award of the contract.

III. City and District Obligations and Agreement

The City agrees to annex all of the property within the Project and to maintain CR 179 after the Project is complete.

The City agrees to serve as Project Manager and administer all aspects of Design for the Project including consultant selection with approval by City staff, preparation of construction plans, competitive bidding, construction and inspection of the Project. All professional services for the Project including but not limited to the Engineering Consultant shall be procured in accordance with all applicable State laws.

The City shall design the Project and obtain competitive bids for the construction of the Project. The design shall be subject to the reasonable approval by the District. All Project Costs in excess of the County's \$1,500,000 contribution shall be shared proportionately by the City and the District (and not the County) in a ratio of 64% for the City and 36% for the District (the "District's Share"). However, if the District's Share under such formula would exceed \$800,000, then the City and District will meet to discuss alternatives. The City and District must

either agree on how to fund the additional Project Costs, and/or they must agree on design alternatives that will reduce the Project Costs.

The District shall, within 30 days of the award of a contract for the Project, deposit \$400,000 into a fund to be established and administered by the City (the "Construction Fund"). Within six months after the award of a contract, the District shall deposit \$200,000.00 into the Construction Fund. The remaining portion of the District's Share shall be deposited in to the Construction Fund upon the earlier of (i) twelve months after the contract award or (ii) notification by the City of reaching substantial completion of the Project. Any overruns that would cause the District's Share to exceed \$800,000.00 must be approved in writing in advance by the District. Any unused funds paid by the District shall be returned to the District (for example, for unused contingency or negative quantity adjustments in the contract) upon completion of the Project.

The District and the City agree that some of the funds being used by the City for their share of Project Costs may be funds already required to be deposited with the City by the District for other transportation projects. The District and the City agree that if the City does use these funds, that the District shall never be required to deposit any additional funds for those transportation projects, and that the District's obligation on those transportation projects has been met. Specifically, those transportation projects are as follows: (i) CR 272 Boundary Street improvements (\$420,000); (ii) CR 179 Roadway improvements (\$2,500); (iii) LISD MS8 TIA Roadway Improvements (\$67,600); (iv) CR 179 TIA improvements (\$154,572); (v) Benbrook TIA improvements (\$456,746); and (vi) Bagdad Rd. Boundary Street Improvements (\$308,000). The City agrees to continue to pursue construction of these transportation projects as funding becomes available. The City also agrees that upon performance of this Agreement, that all obligations under the permitted construction documents for Middle School 8 have been satisfied.

In an effort to foster closer relations between governmental entities, the City and the District further desire to resolve a claim made by the City against the District for certain amounts that had been under billed by Leander and credits given the District for all overbilling on certain accounts, regarding water meters and water usage by the District during a ten year period ending in March 2010 (collectively the "Water Services Issue"). The City and the District hereby compromise and settle any and all claims or causes of action whatsoever with respect to, regarding, or growing out of the Water Services Issue, and mutually release each other from any and all claims whatsoever with respect to the Water Services Issue.

IV.

Miscellaneous

The City agrees that the County and the District and their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the City which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the County and the District shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. County or District shall give the City reasonable advance notice of intended audits.

The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.


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 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 officers, employees or other agents to induce execution of this Agreement.

This Agreement shall terminate if a contract for the Project is not awarded by the City within two years after the Parties execute this Agreement.

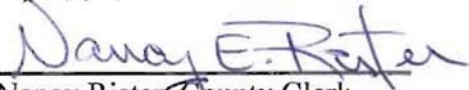
The Project is not a joint venture between the City, the County, and the District.

This Agreement shall be performable in Williamson County, Texas.

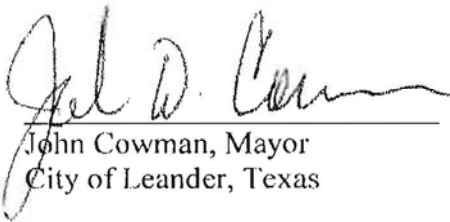
Executed this _____ day of November, 2011

 12-2-11
Dan A. Gattis, County Judge
Williamson County, Texas


ATTEST:


Nancy Rister, County Clerk


Executed this 17th day of November, 2011


John Cowman, Mayor
City of Leander, Texas

ATTEST:


City Secretary

Executed this _____ day of November, 2011


Will Streit, President
Leander Independent School District

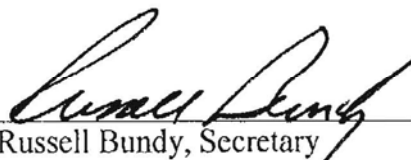

Russell Bundy, Secretary



Exhibit A - CR 179 Improvements