

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND
THE CITY OF GEORGETOWN, TEXAS REGARDING FUNDING FOR
THE CONSTRUCTION OF THE NORTHWEST BOULEVARD BRIDGE
PROJECT AND THE FM 1460 PROJECT AND APPOINTMENT OF CITY
OF GEORGETOWN AS THE LOCAL GOVERNMENT PROJECT
MANAGER FOR THE FM 1460 PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into 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 local governments may contract with each other for the performance of governmental functions or services, including providing streets and roads, for the mutual benefit and in the mutual interest of the Parties; and

WHEREAS, the City has previously contracted with Brown & Gay Engineering, Inc. (B&G) for professional services to develop the Design Schematic and Plans, Specifications and Estimate (PS&E) for the remaining unimproved portions of FM 1460 from University Boulevard to Quail Valley Drive, as shown on Exhibit "A", attached hereto (the "1460 Project"), entered into Advanced Funding Agreements with the Texas Department of Transportation (TxDOT) for the procurement of Right-of-Way and construction of portions of the 1460 Project, and entered into a Interlocal Agreement with the City of Round Rock to fund portions of the design work for the 1460 Project in its jurisdiction; and

WHEREAS, the City has previously contracted with Klotz Associates for professional services to develop the Design Schematic and Plans, Specifications and Estimates (PS&E) for the Northwest Boulevard Bridge from Washam Drive (Fontana Drive) to Austin Avenue, over IH-35 (the "Northwest Boulevard Bridge Project"), and is in the processes of establishing Advanced Funding Agreements with TxDOT related to the Northwest Boulevard Bridge Project; and

WHEREAS, the County intends to share in the cost of the Northwest Boulevard Bridge Project and, in an effort to allocate the remaining dollars from the 2006 Road Bond Election, desires to contribute \$4.5 million for the Northwest Boulevard Bridge Project (the "County Funds"); and

WHEREAS, the Northwest Boulevard Bridge Project will not be ready for construction for at least 4 years; and

WHEREAS, the 1460 Project can be ready for construction in 2015 with necessary funding; and

WHEREAS, the County, the City and the City of Round Rock will realize cost savings and other benefits from completion of the 1460 Project at one time and as one Project; and

WHEREAS, the City is the current Project Manager for the 1460 Project and it is in mutual interest of all interested local jurisdictions, including the County, the City and the City of Round Rock for one local government to coordinate project management of the 1460 Project.

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

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:

- (a) Provide the County Funds to the City within 60 days after the full execution of a revised funding agreement between TxDOT and the City to construct the FM 1460 Project as a single project from University Boulevard to Quail Valley Drive in compliance with the terms of this Agreement ; and.
- (b) Provide notice to the Capital Area Metropolitan Planning Organization and TxDOT that the FY 2014 CAMPO STP-MM allocation (for CSJ 2211-02-026) of \$3,367,580, with a non-Federal share provided by TxDOT of \$841,895, to the FM 1460 project will be administered by the City through an amendment to the previously approved Advanced Funding Agreement between the City and TxDOT.

3. **City Obligations.** The City agrees to:

- (a) Amend the Advanced Funding Agreement (CSJ #2211-02-017 & 2211-02-026) to complete FM 1460 improvements from Quail Valley Drive to North of University Boulevard as one construction project, with PS&E completed and delivered to TxDOT by December 31, 2014, with TXDOT bidding, constructing and inspecting the FM 1460 Project; and
- (b) Provide all right-of-way and easements, and environmental mitigation, free and clear of utility conflicts for the FM 1460 Project to enable a 2015 bidding of the Project; and
- (c) Provide all construction funding, not secured by agreement from other sources, for the 1460 Project to enable a 2015 bidding for construction of the 1460 Project; and
- (d) Work with the City of Round Rock and other parties to secure additional funding for the FM 1460 Project through interlocal agreements, developer participation or other financing methods; and
- (e) Work with other parties to secure additional funding for the Northwest Boulevard Bridge Project through Advanced Funding Agreements with TxDOT, developer participation or other financing methods.

4. **Interim Use of Construction Funds.**

- (a) The County agrees that the City may use all or a portion of the County Funds to pay FM 1460 Project costs.
- (b) The City agrees that any interim use of the County Funds for the FM 1460 Project will be replenished and, at the time the Northwest Boulevard Bridge Project is ready for construction or eight (8) years from the Effective Date, whichever is sooner, the City will make the full amount of County Funds available for the Northwest Boulevard Bridge Project.
- (c) The City agrees to let for construction the Northwest Boulevard Bridge Project within eight (8) years of the Effective Date. The City's obligation to let the Northwest Boulevard Bridge Project for construction is contingent upon TxDOT, the Federal Highway Administration, and any other department or agency (other than the City), providing approvals, documents or decisions that are

required or necessary to be made or provided prior to the Northwest Boulevard Bridge Project being let for construction, including but not limited to approval of environmental documents and providing construction plans. Approvals, documents or decisions of departments or agencies (other than the City) that are required or necessary to be made or provided prior to the Northwest Boulevard Bridge being let for construction are conditions precedent to the City's obligation to let the Northwest Boulevard Bridge Project for construction.

5. **Miscellaneous**

- (a) **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and the County regarding any other subject or matter, and does not modify, amend, ratify, confirm, renew or otherwise affect any such other prior contract or agreement between the Parties.
- (b) **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.
- (c) **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.
- (d) **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.
- (e) **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, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions. 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.

- (f) **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.
- (g) **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 Effective Date, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- (h) **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.
- (i) **Counterparts; Effect of Partial Execution.** 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 on and the same document.
- (j) **Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

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

WILLIAMSON COUNTY

By: [Signature] 10-11-12
Dan A. Gattis, County Judge

ATTEST:

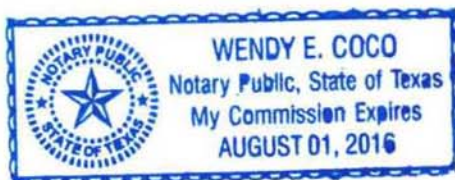
By: Nancy E. Rister
NANCY E. RISTER, County clerk

APPROVED AS TO FORM:

By: [Signature]
Hal Hawes, Counsel to the Commissioners Court
Charles Crossfield

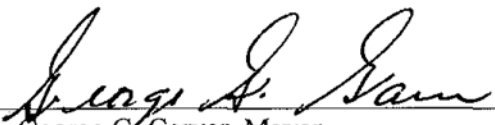
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 11th day of Oct., 2012, by Dan A. Gattis, County Judge, Williamson County, Texas.



Wendy E. Coco
Notary Public, State of Texas

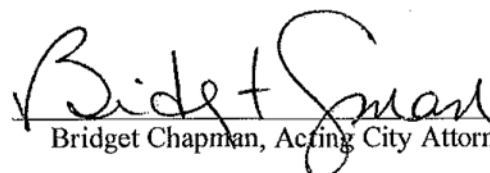
CITY OF GEORGETOWN, TEXAS

By: 
George G. Garver, Mayor

ATTEST:

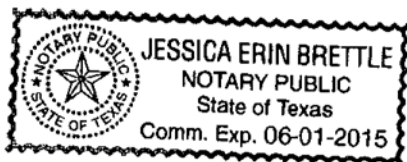
By: 
Jessica Brettle, City Secretary

APPROVED AS TO FORM:

By: 
Bridget Chapman, Acting City Attorney

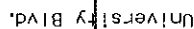
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 4 day of October, 2012, by George G. Garver as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said City.




Notary Public, State of Texas

ENV. APPROVED (10/25/2008)
-STATEMENT OF CONTINUOUS ACTIVITY APPROVED 11/20/11



- Round Rock local agreement with COG for PSE participation
- WILCO dedicated \$3 Mil CAMPO dollars for South Segment const
- CRR offer to fund 10% match for ROW dollars within ETJ
- TxDOT commitment to ROW dollars.
- ROW Maps being updated, ready for approval in early 2012.

FM 1460
PROJECT SUMN
EXHIBIT

U.S. DEPT. OF JUSTICE	FEDERAL AID PROJECT NO.		SPECIAL NO.
6			1
STATE	DIST.	COUNTY	
Texas	14	WILLIAMSON	
CONF.	SECT.	JOB	HIGHWAY NO.
2211	02		FM 460

ORIGINAL 04-30-2007
UPDATED 11-02-2007