

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN,
CONSTRUCTION AND MAINTENANCE OF RONALD REAGAN BLVD.
INTERSECTION IMPROVEMENTS**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

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;

WHEREAS, the County is in the process of designing certain improvements to the intersections of Ronald Reagan Blvd. and Silver Spur Blvd. (the “**Silver Spur Project**”) and Ronald Reagan Blvd. and Sun City Blvd. (the “**Sun City Blvd. Project**”), the approximate locations of said improvements being shown on **Exhibits “A” and “B”**, attached hereto, (the “**County Projects**”); and

WHEREAS, the City desires to cooperate with the County regarding the design, construction and future maintenance of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to outline the City and County cooperation regarding the design, construction and ongoing maintenance of two intersections at Ronald Reagan Blvd, at the locations shown in Exhibits “A” and “B”, attached..

II.

COUNTY OBLIGATIONS FOR COUNTY PROJECTS

2.01 Design Costs. The County shall be responsible for all costs related to the engineering and design for the County Projects. The Silver Spur Project will include the construction of an east-bound right turn lane, a west-bound left turn lane, an acceleration lane for

vehicles turning left from Silver Spur Blvd., and the installation of solar-powered beacons, and illumination and warning signs for intersection safety. The Sun City Project will include the restriping of the median west of the Reagan/Sun City Blvd. intersection to provide for an acceleration lane for vehicles turning left from Sun City Blvd. onto eastbound Ronald Reagan Blvd. and the installation of solar-powered beacons for intersection safety.

2.02 Construction Costs . The County shall be responsible for all costs associated with the construction of the County Projects, as described above. Construction Costs include all costs related to environmental mitigation and utility relocation.

2.03 Construction Plans. The County and the City will mutually approve the plans and specifications related to the County Projects prior to contract award. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection. The City may inspect all aspects of the County Projects during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Projects. However, the City will waive the costs of any City permits required for construction.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Projects to name the City as an additional insured on any policies related to the County Projects. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the County Projects in amounts satisfactory to the City. The County shall transfer all warranties for the County Projects to the City upon final completion and acceptance of the County Projects.

III.

CITY OBLIGATIONS

3.01 Electrical Service. The City will be solely responsible for the monthly costs for electrical service needed for the solar-powered beacons and illumination installed by the County. The County will request and pay for electrical service installation through Georgetown Electric.

3.02 Maintenance. After the City has accepted the County Projects, the City will own and maintain the improvements constructed for the County Projects..

3.03 Permission to Construct. The City agrees to allow the County to construct the County Projects within the City's boundaries.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

**V.
GENERAL PROVISIONS**

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the City's acceptance of the County Projects.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Projects.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The County Projects are a sole project of the County and are not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: _____

Josh Schroeder, Mayor

ATTEST:

By: _____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____

Skye Masson, City Attorney

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

December **THIS INSTRUMENT** was acknowledged before me on this 8th day of December, 2020, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Linda Ruth White
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
William Gravell, Jr., County Judge

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

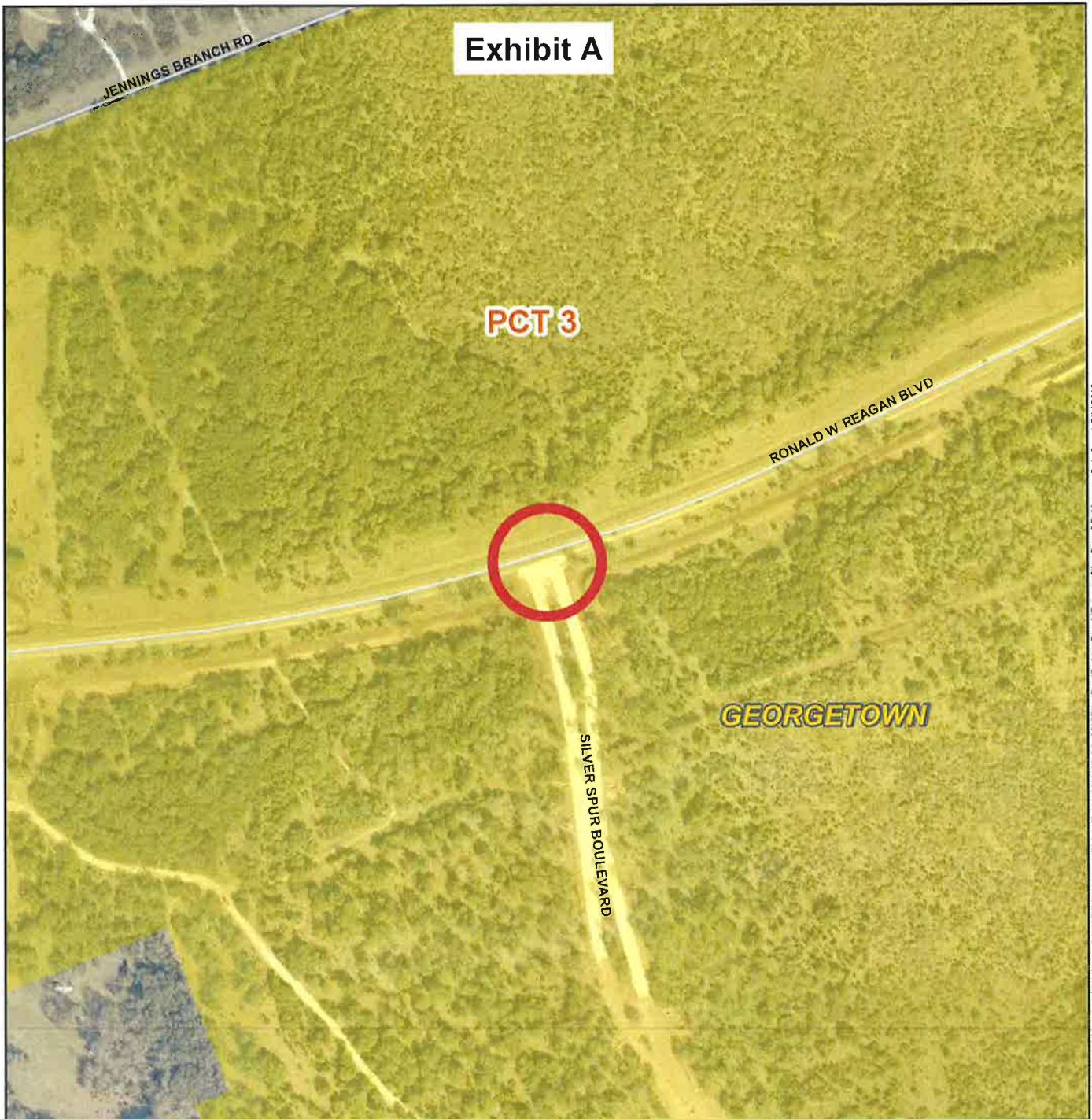
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

January, 2020, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

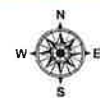
Andrea L. Schiele
Notary Public, State of Texas



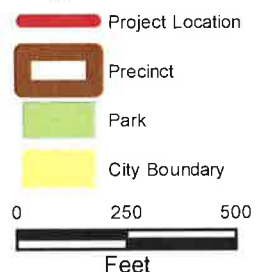
Exhibit A



Project Name: Ronald Reagan Boulevard at Silver Spur Boulevard
Project Limits: Ronald Reagan Boulevard at Silver Spur Boulevard Intersection
Project Improvements: Intersection Improvements
Submitted By: Williamson County



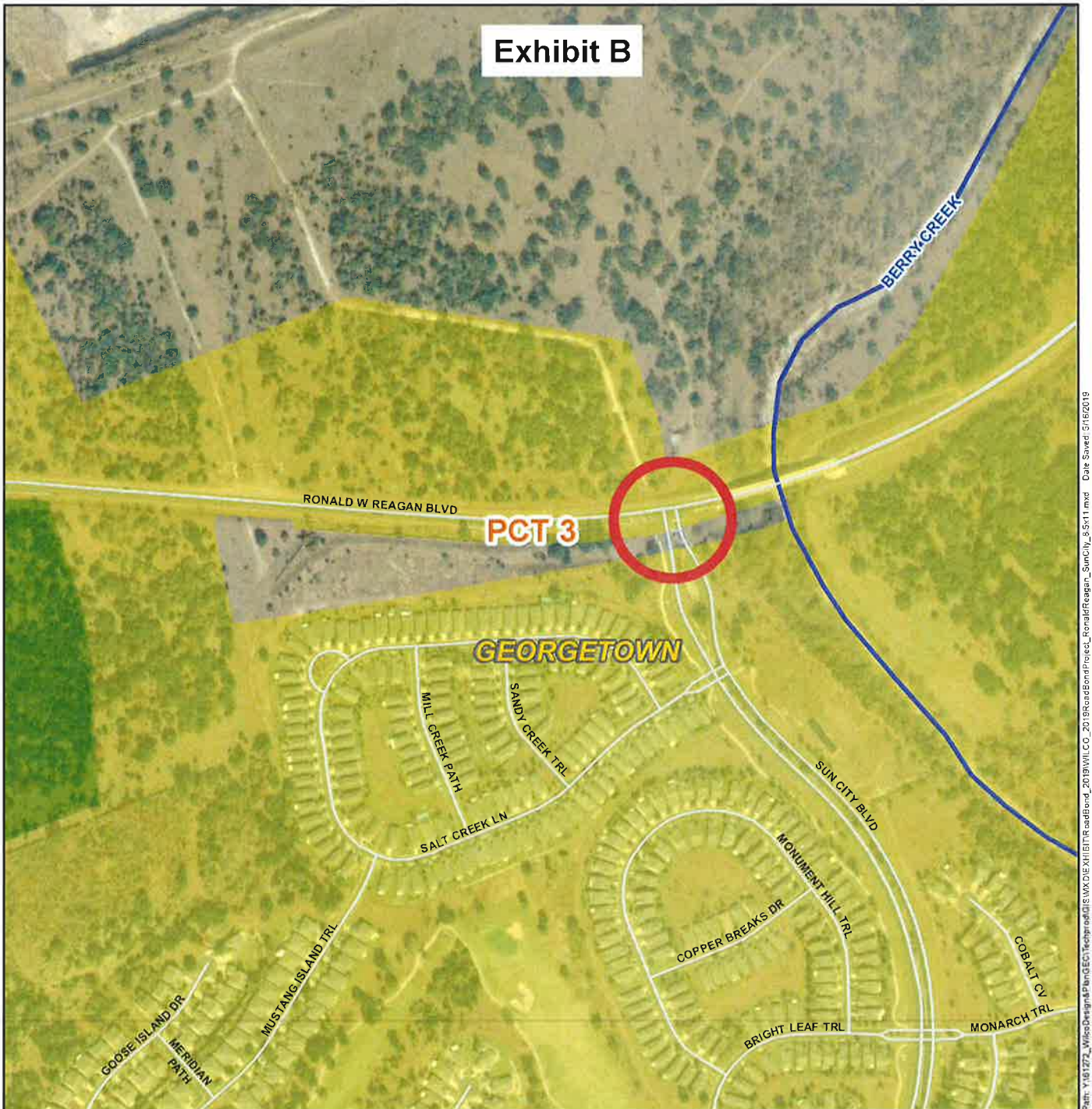
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Note:
 The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.

Path: Y:\01272_WillcoDesign\Map\InGECT\Temp\01B\MOXDE\XHB110\roadBond_2019\WILCO_2019RoadBondProject_RonaldReagan_SilverSpur_35x11.mxd Date Saved: 5/14/2019

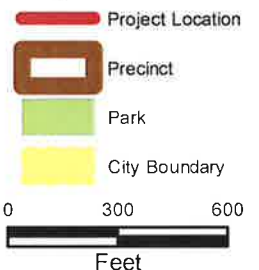
Exhibit B



Project Name: Ronald Reagan Boulevard
at Sun City Boulevard
Project Limits: Ronald Reagan Boulevard
at Sun City Boulevard Intersection
Project Improvements: Signal Warrant Study
and Intersection Improvements
Submitted By: Williamson County



1:6,000



Note:
The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.