

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE GEORGETOWN SOUTHWEST BYPASS
CONSTRUCTION PROJECT**

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

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 City and the County are in the process of designing the Southwest Bypass from Wolf Ranch Parkway to SH-29, the approximate location being shown on **Exhibit “A”** and as further described herein, (the “**Southwest Bypass Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the design and construction of the Southwest Bypass 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 provide for the City and County’s participation in the design and construction of the Southwest Bypass Project. The Southwest Bypass Project includes planning of a future controlled-access facility from Wolf Ranch Parkway to SH 29 and the design and construction of the first phase of a three-lane roadway from Wolf Ranch Parkway to SH 29, at the approximate location shown on Exhibit A.

**II.
DESIGN AND CONSTRUCTION OF THE SOUTHWEST BYPASS PROJECT**

2.01 Design of the Southwest Bypass Project. The County shall be responsible for contracting with a firm (“**Design Firm**”) regarding the engineering and design for the Southwest Bypass Project and shall ensure that the design includes the following:

1. A traffic signal at SH29;
2. A left turn lane from southbound Southwest Bypass onto Wolf Ranch Parkway,
3. A right turn lane from northbound Southwest Bypass onto Wolf Ranch Parkway, and

4. Separate left and right turn lanes from Wolf Ranch Parkway onto Southwest Bypass.

2.02 Design and Construction Costs . Except as otherwise provided herein, the County shall be responsible for all costs associated with the design and construction of the Southwest Bypass Project, (“Project Construction Cost”). The estimated Project Construction Cost is \$4,473,000, which includes all costs related to the construction of the Southwest Bypass Project, environmental mitigation and utility relocation.

2.03 Construction Plans. The County and the City will mutually approve the plans and specifications related to the Southwest Bypass Project. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction or authorizing any change order.

2.04 Inspection. The City may inspect all aspects of the Southwest Bypass Project 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 Southwest Bypass Project. The City agrees to credit the County for all permitting and fees due to the City from the County related to the Southwest Bypass Project.

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

III.

CITY OBLIGATIONS

3.01 Design and Construction Cost Reimbursements. . The City shall reimburse the County for the Southwest Bypass Project in an amount not to exceed Two Million Dollars (\$2,000,000) for design and construction, including utility relocation costs (together “City Participation Amount”). The County will submit reimbursement requests up to the City Participation agreed amount using the following payment schedule: 25% upon full execution of the Agreement between the City of Georgetown and Williamson County, 25% upon awarding bid, 25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and 25% upon substantial completion.

Each reimbursement request will be submitted in a timely manner with proper documentation to support the expenditures. The City shall make a good faith effort to remit payment to the County, up to the total City Participation, within thirty (30) days after receipt date of reimbursement request from the County

3.02 Permission to Construct. The City agrees to allow the County to construct the Southwest Bypass Project within the City’s ROW boundaries. The City further agrees to accept maintenance and operations of the Southwest Bypass Project after the City has accepted the Project.

3.03 Right-of-Way Acquisitions and Relocations. All rights of way for the Southwest Bypass Project have been acquired by the City. County shall direct the Design Engineer to ensure that all design components of the project are to remain within existing City fee owned property and easements.

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 completion of the Southwest Bypass Project and acceptance of the public improvements by Georgetown.

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.

5.05 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.

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

5.07 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 Southwest Bypass Project shown in the plans attached hereto as Exhibit "A."

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

5.09 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.

5.10 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
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 Gravel, 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.

5.14 No Joint Venture. The Southwest Bypass Project is a sole project of the County and is not a joint venture or other partnership with the City.

(signatures on following page)

CITY OF GEORGETOWN, TEXAS

By: [Signature]
Josh Schroeder, Mayor

ATTEST:

By: [Signature]
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: [Signature]
Skye Masson, City Attorney

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 6th day of February, 2022,
by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: Valerie Corey
~~William Gravell, Jr., County Judge~~
Valerie Corey, County Presiding Officer

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 15th day of February, 2022,
by ~~William Gravell, Jr., County Judge~~ of Williamson County, Texas, on behalf of said County.
Valerie Corey Presiding Officer

Rebecca Pruitt
Notary Public, State of Texas

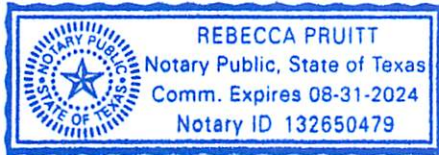


EXHIBIT A

