

AGENDA ITEM 21

Consider approving interlocal agreement with City of Georgetown regarding construction and maintenance of west Inner Loop.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve interlocal agreement with City of Georgetown regarding construction and maintenance of west Inner Loop.

Vote: **5 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2001, 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 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 County is considering the design and construction of a two lane roadway, 24' wide with 10' shoulders from Williams Drive (FM 2338) to Leander Road (FM 2243), approximately in the location shown in Exhibit "A", attached hereto and incorporated herein (the "Inner Loop West"); and

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


I.**TERMS AND CONDITIONS**

1. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of one-half of the proposed Inner Loop West roadway, including the acquisition of all necessary right-of-way and related costs.
2. As consideration for the construction of the Inner Loop West by the County, the City will, as soon as possible after any segment of the Inner Loop West is open to the public, annex all right-of-way within said segment, maintain the roadway within said segment, and construct or cause to be constructed in the future the other half of the roadway as traffic demand warrants.

II.

MISCELLANEOUS

1. 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.
2. 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.
3. This Agreement shall be performable in Williamson County, Texas.


JOHN DOERFLER
County Judge
Williamson County, Texas

MARYELLEN KERSCH, Mayor
City of Georgetown, Texas

ATTEST:

Secretary

AGENDA ITEM 22

Consider approving interlocal agreement with Leander ISD and the city of Cedar Park pertaining to location of countywide communications tower.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve interlocal agreement with Leander ISD and the City of Cedar Park pertaining to location of countywide communications tower.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the dais.

< Attachment >