

**AGENDA ITEM 24**

Consider approving interlocal agreement with Leander concerning County Road 272 and Lakeline Boulevard.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an interlocal agreement with Leander concerning County Road 272 and Lakeline Boulevard.

Vote: 5 - 0

< Attachment >

### **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between WILLIAMSON COUNTY (the "County") and the CITY OF LEANDER, ( 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 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 and the City desire to participate in the aerial mapping of areas in and around the City, and to participate in the expansion, enlargement and improvement and construction of County Road 272 and Lakeline Boulevard (collectively the "Roads"); and

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

#### **I.**

#### **FINDINGS**

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. **Roads.** The segments and portions of the Roads to be improved are as follows:
  - (1) \_\_ County Road 272 from U. S. highway 183 to the proposed right-of-way line for the

Parmer Lane extension project; and

(2) Lakeline Boulevard from Osage Street to Crystal Falls Parkway.

3. **Mapping.** The aerial mapping mentioned above shall include the entire Leander city limits and its extraterritorial jurisdiction.

## II.

### City Actions

1. **Engineering Plans and Specifications.** The City will employ and contract with qualified engineering firms to obtain the engineering design, plans and specifications for the segments of County Road 272 and Lakeline Boulevard, as such segments are more particularly described hereafter. The City will obtain the County's approval of the design, plans and specifications. Additionally, the City will coordinate with TxDOT and other governmental entities, if required, to facilitate the construction of the Roads. The City will be responsible for, and comply with all regulatory requirements, including environmental mitigation issues.
  2. **Right-of-way.** The City shall obtain the additional right-of-way (if any) required for the Roads. The City may utilize the power of eminent domain under its own authority, and under authority and on behalf of the County or the joint authority of both parties.
  3. **Bid Requirements.** The City will advertise the construction and improvement of the Roads and obtain competitive bids in compliance with Chapter 252, Tex. Loc. Gov't Code, and will obtain the County's approval of each bid prior to acceptance by the City. The Roads may be bid separately or in any combination approved by the parties. A separate contract may be let for each of the respective roads, or for any combination thereof.
  4. **Contract Administration.** After acceptance of a bid, the City shall enter into a contract for the construction of the Road(s). The City shall administer the contract for construction of the Roads, cause inspections to be made, and approve and recommend to the County monthly
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payment/requisition draw requests for the Road(s). Each draw request shall be signed by the contractor, the engineer, the contract administrator, and the City, and presented to the County for review and approval. Each such draw request shall include such supporting documentation as is reasonable and necessary. The County shall review and act upon the approval of each draw request in a timely manner, and approval will not be unreasonably withheld or delayed. The City may contract with a qualified engineering firm to administer the contracts for construction of the Roads.

5. **City Funding.** The City shall appropriate and fund the design and construction of the Roads and its participation in the mapping program, respectively, in the following amounts:

- (a) County Road 272 in the amount of \$1, 500,000; and
- (b) Lakeline Boulevard in the amount of \$1,500,000.

The City represents and warrants that it has appropriated said funds, and currently has such funds on hand and available to satisfy and pay its obligations under this agreement.

### **III.**

#### **County Actions**

1. **County Funding.**

- (a) The County has appropriated and set aside \$45,000 to fund the cost and expense of the aerial mapping program, which shall include the entire City limits and its extra-territorial jurisdiction. Upon completion of the Aerial Mapping program, the City shall be provided copies of aerial maps. Thereafter, the City shall be entitled to obtain and purchase additional aerial maps on the same terms and conditions as the County is entitled to obtain aerial maps of areas of Williamson County.

- (b) The County has budgeted from the sale of bonds the sum of \$3,000,000 for the payment of the costs and expenses for the design, construction and administration of the Roads, and to fund and pay for the County's obligations under this agreement. At the current time, bonds have not been issued for the above-mentioned \$3,000,000. It is anticipated that the bonds will be sold in June of 2002. This Agreement is contingent upon the County successfully issuing said bonds.
  - (c) The County has previously set aside \$600,000 for the engineering design and specifications, and additional right-of-way required for the widening and expansion of County Road 272. The City desires to utilize a different roadway cross section and design. The County hereby agrees to pay to the City the balance of the \$600,000 which remains unexpended after the acquisition of right-of-way and related costs by the County.
2. **County Review.** The County will review and, as appropriate, act upon the approval of the design, plans and specifications for the Roads, contracts or offers for the acquisition of right-of-way, bids draw requests, change orders and any and all other and additional items that may require the County's approval under this Agreement. Such review and actions by the County shall be accomplished in a timely manner, and approval shall not be unreasonably withheld.

#### IV.

##### **Term of Agreement and Renewal**

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for one year (the "Initial Term"). The Initial term shall be automatically renewed and extended for successive terms of one year each effective as

of the first day of May of each year (the "Extended Term"), by the parties continuing to accept the benefits of this Agreement.

2. **Early Termination.** In the event the City has not awarded contracts for the construction of County Road 272 or Lakeline Boulevard within eighteen (18) months after the date the County issues bonds to partially fund construction of the Roads, the County shall no longer be responsible for participating in the costs of construction for a contract that has not been awarded.
3. **Termination.** Notwithstanding any other provision hereof, this Agreement may be terminated by either party giving 90 days written notice of termination to the other party, provided that in the event of termination the parties shall continue to perform pursuant to this contract, and pay such sums or amounts as they respectively agreed to pay, for cost and expenses incurred and contracts let prior to the termination. Unless terminated earlier, this Agreement shall terminate and expire upon completion and final acceptance of the Roads. If any of the County's commitments are unexpended after completion and final acceptance of the Roads, said unexpended balance shall belong solely to the County.

## V.

### General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between Leander and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.
2. **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.

3. **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 Leander or 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.
4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both Leander and Williamson County, and authorized by their respective governing bodies.
5. **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 hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. 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.
6. **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.

7. **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 date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**WILLIAMSON COUNTY**

By: *John C. Doerfler 10-8-02*  
JOHN DOERFLER  
County Judge  
Williamson County, Texas

**CITY OF LEANDER**

By:  
LARRY BARNETT, Mayor

**AGENDA ITEM 25**

Discuss and take appropriate action regarding Change Order #4, Williamson County Regional Park.

Paul Linehan discussed progress on the park, and talked about the need to erect a fence between the active part of the park and the passive part of the park, which needs to be protected for karst mitigation. He also discussed the naming of roads within the park.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Change Order #4 for Williamson County Regional Park in the amount of \$6,627.40.

Vote: **4 - 0 - 1. Commissioner Limmer abstained from the vote.**

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