

AGENDA ITEM 30

Consider approving Interlocal Agreement between Williamson County and Granger Independent School District for maintaining various bridges.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve an Interlocal Agreement between Williamson County and Granger Independent School District for maintaining various bridges.

Vote: **4 - 0**

< Attachment >

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2003, by and between WILLIAMSON COUNTY (the "County") and the GRANGER INDEPENDENT SCHOOL DISTRICT (the "GISD") , 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 the relocation of a county bridge or bridges ("Bridge") into the jurisdiction of GISD ; 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 GISD 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. **Bridges.** Currently, the County owns and maintains various bridges (the "Bridge") within the County. The County desires to convey some of these Bridge to the GISD and to pay certain sums to GISD conditioned upon GISD complying with the terms and conditions of this Agreement .

II.

GISD Actions

1. **Engineering Plans and Specifications.** The County shall install, rehabilitate and the GISD will maintain a Bridge with the GISD limits. Said Bridge shall be provided to the GISD by the County as set out in this Agreement.
2. **Right-of-way.** The GISD shall obtain the additional right-of-way (if any) required for the Bridges.
3. **Bid Requirements.** The GISD will advertise the installation and obtain competitive bids in compliance with state law, and will obtain the County's approval of each bid prior to acceptance by the GISD. The Bridge may be bid separately or in any combination approved by the parties. A separate contract may be let for each of the respective bridges, or for any combination thereof.
4. **Contract Administration.** After acceptance of a bid, the GISD shall enter into a contract for the installation of the Bridge. The GISD shall administer the contract for construction of the Bridge, and cause inspections to be made pursuant to state, county and federal regulations. All other local federal, or state regulations are the responsibility of the GISD.
5. **County Funding.** The County shall appropriate funds for the relocation of the Bridge(s) in an amount not to exceed \$30,000. The County shall control these funds for the GISD in order to award a bid or bids to install said Bridge, pursuant to Section 3 and 4, above. The County will be responsible for any and all fees incurred by County for relocation, engineering and other costs associated with the relocation of the Bridge(s), including site excavation, installation of bridge foundation, ramping according to the A.D.A. standards for bridge and decking materials. GISD will only be responsible for applying decking and all painting.
6. **County Relocation Responsibility.** Subject to the reimbursements described above, the County will select the Bridge to be relocated, and relocate them to a site or sites mutually agreed upon by the County and the GISD.

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(00053603).DOC

III.

Term of Agreement

1. **Term of Agreement.** The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for two years (the "Initial Term"). All work engaged in under this Agreement shall be completed two (2) years after the signing of this agreement.
2. **Early Termination.** In the event the County has not awarded contracts for the installation of said Bridge within one year after the County has notified the GISD of its intent to re-locate a Bridge, this Agreement may be terminated in writing by the County.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between GISD 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 GISD 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.
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4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both GISD 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 8-4-03*
JOHN DOERFLER, County Judge
Williamson County, Texas

GRANGER INDEPENDENT SCHOOL
DISTRICT

By: *James Z. Bortol* Supt.
8/12/03

AGENDA ITEM 31

Consider approving Change Order No. 8 from Capital Excavation Company for the Parmer Lane Extension Project (02WC433).

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve Change Order No. 8 from Capital Excavation Company for the Parmer Lane Extension Project (02WC433) in the amount of \$35,734.50.

Vote: 4 - 0

< Attachment >