

REGULAR AGENDA

AGENDA ITEM 10

Hear presentation from Dave Marsh of CARTS on the Williamson County Public Transportation Planning Study.

No presentation was made for Agenda Item 10.

AGENDA ITEM 11

Consider reconsideration of compensation cap increase for Cobb, Fendley, & Associates approved on January 6, 2004.

George Power discussed this issue with the Court. This item was moved to the meeting of Tuesday, January 27, 2004 at which time Section III of the contract approved in Court on January 6, 2004, concerning hourly rates, instead of the compensation cap, will be addressed.

AGENDA ITEM 12

Consider approving Interlocal Agreement with the City of Taylor for safety improvements to FM 397 from East Williamson County Park to the intersection of CR 367 and FM 397.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve Interlocal Agreement with the City of Taylor for safety improvements to FM 397 from East Williamson County Park to the intersection of CR 367 and FM 397.

Vote: **5 - 0**

< Attachment >

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into by and between the City of Taylor, a home rule city and a political subdivision of the State of Texas ("City") and Williamson County, Texas ("County").

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, the County is in the process of constructing the East Williamson County Park ("Park") which will generate increased turning movements on FM 397; and

WHEREAS, the City has entered into a contract with Lockwood, Andrews, and Newnam, Inc. ("LAN") for the design of lane improvements and deceleration lanes on FM 397 from US 95 to the Park; and

WHEREAS, the County desires to continue the improvements from the Park to the intersection of County Road 367 and FM 397; and

WHEREAS, it is mutually advantageous for both the City and the County to have a contiguous design for the improvements to FM 397;

NOW, THEREFORE, inconsideration of the foregoing terms and conditions hereinafter set forth, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

PURPOSE

The purpose of this Agreement is to establish the mutual responsibilities of the County and the City regarding the design of the improvements and each agree to the following:

1. The County shall pay the City not to exceed \$22,012.00 as shown on Exhibit "A", which is deemed to be the estimated and approximate cost for the design of the improvements.
2. The City shall amend their contract with LAN to extend the design to the intersection of County Road 367 and FM 397.

3. The County shall be responsible to entering into a separate Advance Funding Agreement with the Texas Department of Transportation for the construction of the improvements for the extended design section.
4. The County shall be allowed to review, comment, and direct LAN's design for the extended design section.

GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and venue for any action shall lie within Williamson County, Texas, and this Agreement shall be performable in Williamson County, Texas.

COVENANT TO EXECUTE ADDITIONAL INSTRUMENTS

The parties hereto agree to execute and deliver any instruments in writing necessary to carry out any agreement, term or condition within this Agreement whenever needed.

SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

AUTHORIZATION

By executing this Agreement, each party represents full capacity and authority to grant all rights and assumes all obligations granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body represented by each respective party.

NONAPPROPRIATIONS

Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party in compliance with the Local Government Code Section 271.903.

IT WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed in multiple counterparts (each of which is to be deemed an original for all purposes) by the parties hereto on the respective dates appearing below each party's signature.

DATED this the 8th day of January, 2004.

CITY OF TAYLOR

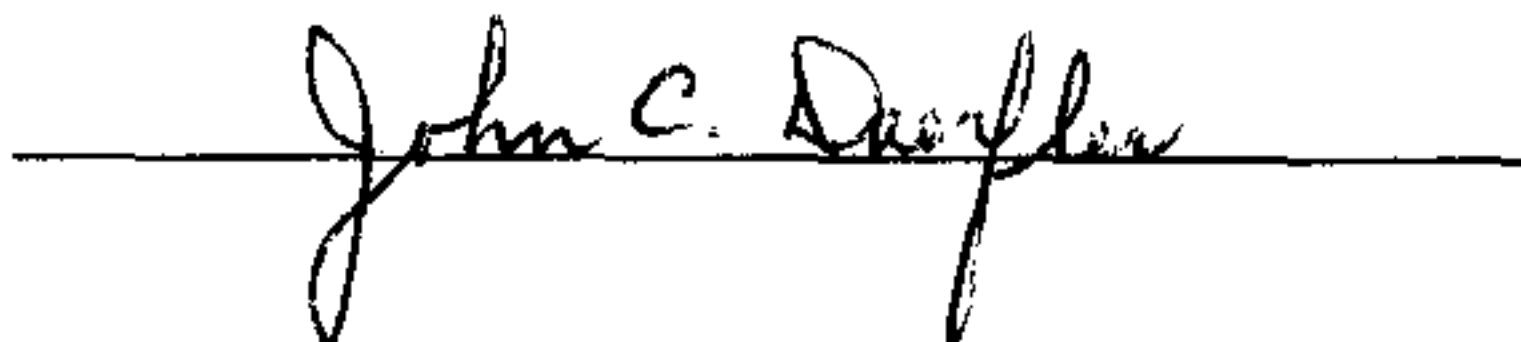


Don Hill, Mayor

WILLIAMSON COUNTY, PRECINCT 4

Frankie Limmer, Commissioner

APPROVED by the Williamson County Commissioners Court on the 20th
day of January, 2004



John C. Doerfler, County Judge
Williamson County