

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

STATE OF TEXAS

COUNTY OF TRAVIS

This agreement is made by and between Williamson County, a political subdivision of the State of Texas, acting by and through its duly authorized County Commissioner, Judge or their designee, (hereinafter "the Suburban Community") and Capital Metropolitan Transportation Authority, a political subdivision of the State of Texas, created and exercising its authority in accordance with Chapter 451, Texas Transportation Code, acting by and through its duly authorized President/CEO, or their designee, (hereinafter "Capital Metro").

WITNESSETH:

WHEREAS, Capital Metro has developed a program called the Build Central Texas Program (BCT) – Suburban Communities Program (the "Suburban Communities Program") and desires to enter into an agreement to meet the transportation mobility needs to the mutual benefit of Capital Metro and the individual communities in the Capital Metro service area; and

WHEREAS, Capital Metro and the Suburban Community intend to enter into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, it is agreed as follows:

ARTICLE I

PURPOSE AND TERM

Section 1. The Suburban Communities Program is a commitment to the transportation infrastructure needs between the Suburban Community and Capital Metro, to be funded by Capital Metro subject to Article I, Section 6. This Agreement replaces any previous Agreements and the associated approved projects lists. Exhibit "A", BCT- Funding Allocation for FY 2008, which is attached hereto is made part of this Agreement provides the

amount of funding allocated to the Suburban Community by the Capital Metro Board of Directors (hereinafter "Board") for Fiscal Year 2008.

Section 2. Exhibit "B", Suburban Communities Program Procedures and Guidelines which is attached hereto is made part of this Agreement provides information regarding: 1.) Project Criteria, 2.) Schedule of Project Submittal, 3.) Funding, 4.) Payments, and 5.) Administration. The Suburban Communities Program Procedures and Guidelines may be amended as deemed necessary by Capital Metro.

Section 3. Capital Metro and the Suburban Community agree to work closely together in determining a realistic program and list of projects which can reasonably be accomplished within the program period and funding. Projects which are still outstanding after two years from approval by the Board will require resubmittal in order to retain funding.

Section 4. As part of the Suburban Communities Program, Capital Metro agrees to provide funding to the Suburban Community for both transit-related street and capital mobility improvement projects as defined in Exhibit B.

Section 5. All pedestrian projects and policies developed through the Suburban Communities Program will be developed in keeping with the requirements of the Americans with Disabilities Act (ADA).

Section 6. Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during the reduced payment years.

Section 7. Capital Metro and the Suburban Community agree to work together to pursue federal and state funds to support the Suburban Communities Program and projects.

ARTICLE II: REVIEW AND DEVELOPMENT OF TRANSIT REGULATIONS

The Suburban Community and Capital Metro agree to review and consider changes to the current land development regulations of the City, County or Village as necessary to ensure transit friendly or transit oriented development.

ARTICLE III: DISADVANTAGED BUSINESS ENTERPRISE GOALS

In order to advance efforts by Capital Metro and the Suburban Community to increase the participation of women and minority owned businesses in publicly funded projects, Disadvantaged Business Enterprise (DBE) participation is strongly recommended. Since Capital Metro is not procuring individual contractors the DBE participation will be implemented by the individual Suburban Communities. Each Suburban Community should set its DBE participation goals using their "Small Minority Business Program" goal- setting process.

ARTICLE IV: PAYMENTS

Section 1. A 50% payment will be made to the Suburban Community within 60 days following the completion of all the following conditions:

- Commencement of the new fiscal year;
- Approval by the Capital Metro Board of Directors of the Suburban Community's annual project proposals; and
- Staff determination that project lists are complete.

The Suburban Community agrees to notify the Capital Metro project manager upon completion or substantial completion of a project. The Suburban Community agrees to arrange a site visit with the Capital Metro project manager to inspect the project. The Suburban Community also agrees to provide the Capital Metro project manager with any documentation pertaining to the construction contract, pre-construction or construction meeting minutes, copies of pay applications, change orders, progress reports, photographs, payment vouchers, and project close-out documents, at the time of the project inspection.

The Suburban Community will provide detailed reports to support all project billings. Any cost overruns on projects or programs funded by Capital Metro are subject to approval by Capital Metro prior to implementation of any of the work associated with the category of expenses which are impacted by the cost overrun. Failure to acquire Capital Metro approval of revised cost estimates prior to implementation will require the Suburban Community to provide the supplemental funding as needed to complete the project at the revised level. If there are any cost savings associated with a Capital Metro funded project or program,

Capital Metro has the sole right to determine the appropriated use of the cost savings. Capital Metro will not unreasonably withhold approval.

Capital Metro agrees that upon substantial completion of the project and satisfactory receipt of billing information the remaining 50% payment will be made to the Suburban Community within 45 days.

Section 2. Payments made by Capital Metro in meeting Capital Metro's obligation under this Agreement shall be made from current revenue funds available to Capital Metro.

ARTICLE V: NOTICE AND AUDITS

Section 1. Any notice given pursuant to this Agreement by either party to the other shall be in writing and may be by hand delivery or by registered certified mail, postage prepaid, return receipt requested and delivered or mailed to the proper party at the following address:

WILLIAMSON COUNTY THE HONORABLE LISA BIRKMAN
Williamson County, Precinct 1
400 West Main Street, Suite #216
Round Rock, Texas 78664

CAPITAL METRO PRESIDENT/CEO
Capital Metro Transportation Authority
2910 East Fifth Street
Austin, Texas 78702

Any of the above may change their designated address by giving notice as provided in this subsection. Written notice hand delivered pursuant to this agreement will be deemed effective immediately. Written notice sent by registered mail or certified mail pursuant to this agreement will be deemed effective three(3) days after deposit in a U.S. Post Office or in a U.S. Mail box.

Section 2. In addition to regular communications at a staff level, a report on the program's progress will be provided to Capital Metro. An annual audit of projects funded by Capital Metro through the Build Central Texas Program may be conducted by an independent auditor to assure maximum effective use of available funds. The audit expense will be funded from Capital Metro's annual contribution to the Suburban Communities Program. One (1) percent of the annual allocation from Capital Metro will be retained by Capital Metro to fund an annual program audit and/or other expenses associated with program administration. Each year's audit will address fiscal, accounting and engineering practices involved in implementation of the previous year's Program. In addition to

the independent audit, Capital Metro reserves the right to conduct more frequent audits through the Capital Metro Internal Audit Department.

The Suburban Community agrees to provide the Capital Metro project manager, Capital Metro internal auditor, or independent auditor any documentation necessary to conduct a project audit such as construction contracts, any change orders, payment vouchers, supply invoices, and timesheets.

ARTICLE VI: INDEMNITY

The Suburban Community, its contractors, subcontractors and suppliers shall to the extent permitted by law, defend, indemnify and save harmless Capital Metro, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of the Suburban Community or any of its contractors, subcontractors, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold Capital Metro, its officers, agents and employees harmless from any such claims, losses or damages.

Capital Metro and its staff, shall to the extent permitted by law, defend, indemnify and save harmless the Suburban Community, its officers, agents and employees from and against all suits, actions or claims of any character, name or description (including the cost, expenses and reasonable attorney's fees) brought for, or on account of any injuries or damages (including death) received or sustained by any person or property on account of or arising out of, or in connection with, any acts or omissions of Capital Metro and their staff, or anyone directly or indirectly employed by or under the supervision of them in the performance of this contract, and shall in all ways hold the Suburban Community, its officers, agents and employees harmless from any such claims, losses or damages.

ARTICLE VII: MISCELLANEOUS PROVISIONS

Section 1. This agreement shall be governed by the law of the United States of America, and the laws of the State of Texas. Any law suit and litigation arising out of or related to this agreement by law will take place in Williamson County, Texas.

Section 2. In case any one or more provisions contained in the agreement shall for any reason be held to be unconstitutional, void, illegal or

EXHIBIT A

BCT- FUNDING ALLOCATION FOR FY 2008

SUBURBAN COMMUNITY	FY08
WILLIAMSON COUNTY PCT. 1	\$139,057

NOTE: The funding allocation for FY 09 will be determined by the Capital Metro Board of Directors in September of 2008.

Capital Metropolitan Transportation Authority
Capital Projects Group
2910 East Fifth Street
Austin, Texas 78702

The Capital Metro project manager will submit proposed project lists for the Suburban Communities to the Board of Directors for consideration and approval.

Requests for modifications to project lists or any substitution of the projects previously approved by the Capital Metro Board of Directors must be submitted in writing to the Capital Metro project manager. Written approval by the Capital Metro's project manager of proposed changes is required for Build Central Texas funding to be applied.

Funding

1. Funding for the Suburban Communities Program has been established by the proportion of the Capital Metro service area population that resides outside the City of Austin. Each Suburban Community is allocated a base funding level of \$30,000.00. An additional level of funding will be distributed on a per capita allocation to each Suburban Community based on the 2000 Census from the United States Department of Commerce.
2. Capital Metro funding will be reviewed annually to ensure that funding for other major initiatives of Capital Metro are not detrimentally impacted by that year's Suburban Communities Program allocation. If in any year Capital Metro's funding of the Suburban Communities Program is less than originally anticipated at the time of the agreement's adoption due to a significant need for the funds for another major initiative, ongoing projects will have the highest priority for funding during reduced payment years.
3. Projects are funded on an annual basis. Projects which are still outstanding after two years from Board approval will require resubmission in order to retain funding, unless otherwise agreed in advance.
4. **Interest:** All interest that may accrue to program funding held by the Suburban Community must be allocated toward program projects. The local Suburban Community administrator will propose the projects to