

COPY

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2016, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments 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 City desires to partner with the County to fund Engineering and Surveying Services necessary to analyze current hydrologic and hydraulic conditions, to develop design alternatives for increasing capacity, and to prepare construction drawings for improvements to the storm system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, as shown on **Exhibit "A"**, attached hereto;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Engineering and Surveying Services.

1.1 Project. The scope of engineering and surveying services contemplated for funding under this Agreement (the "Project") include the following:

- 1.1.1** Development of a hydrologic model for the drainage basin contributing to the System. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.
- 1.1.2** Development of a 2-dimensional hydraulic model for existing conditions in the vicinity of the System; and for proposed

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conditions in the vicinity of the System based on alternative improvement scenarios set forth in section 1.1.3, below. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.

- 1.1.3 Development of design alternatives consisting of conduits, inlets, open channels, or combinations thereof necessary to increase the capacity of the System to levels that would be sufficient to convey storm water generated by the aforementioned drainage basin for the 4%, 2%, and 1% annual chance events considering tailwaters on Brushy Creek that are based on hydrograph timing of the creek corresponding to the time of peak of the drainage basin or otherwise on proper engineering judgment. And, identification of measures that could be implemented to prevent storm water in Brushy Creek from backing up into the System when the creek level is above the outlet of the System.
 - 1.1.4 Determination of easement requirements; and development of opinions of probable cost for various design alternatives.
 - 1.1.5 Surveying necessary to delineate existing property/easement boundaries; existing utilities, improvements, and topographic conditions; and as required for existing/proposed system analyses and improvements design.
 - 1.1.6 Preparation of an engineering report and exhibits to document and explain methodology, modeling, results, etc. for the engineering and surveying work in items 1.1.1 through 1.1.5, above.
 - 1.1.7 Design and construction drawing preparation for the alternatives or portions thereof selected by the City and the County ("Design and Construction Drawing Work"); preparation shall include 50%, 100%, and final construction drawings submittals.
- 1.2 **Total Cost.** The Total Cost of the Project shall be the cost actually paid by the City under the contract set forth in section 1.4.1. Costs associated with City's or County's personnel, time, and equipment are not included in the Total Cost.
- 1.3 **Design Pre-approval.** Upon completion of the Project work in items 1.1.1 through 1.1.6, above, representatives from the City and the County shall meet and pre-approve in writing the scope of Project work to be performed in item 1.1.7, above. If both parties fail to agree on the scope of Project work described in item 1.1.7, only the Project work in items 1.1.1 through 1.1.6, will be subject to this Agreement.
- 1.4 **Obligation of the City.**
- 1.4.1 The City will contract with a private engineering firm ("Engineering Firm") to accomplish the Project and will be solely responsible for administering said contract.

- 1.4.2 The City shall be responsible for one half of the Total Cost. If the Total Cost exceeds \$80,000, the City shall be responsible for the amount in excess of \$80,000. The County shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.
- 1.4.3 The City shall provide copies of any results, records, and/or deliverables in its possession associated with the contract in section 1.4.1, above, within five (5) business days of request by the County.
- 1.4.4 Costs associated with City personnel, time, and equipment shall be borne solely by the City.
- 1.4.5 Upon City's approval of a contract with the Engineering Firm, the City shall request reimbursement from the County for its share of the Total Cost. The City will not seek reimbursement or payment for any costs or expenses other than costs included in the Total Cost. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all costs for which reimbursement is sought.
- 1.4.6 The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Total Cost. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.
- 1.4.7 If the Design and Construction Drawing Work is performed pursuant to section 1.3, above, the City will provide the County with a copy of the 50% construction drawing submittal for review and comment. Subsequent to proceeding beyond 50%, the City will provide the County a copy of the 100% construction drawing submittal for review and comment.

1.5 Obligation of the County.

- 1.5.1 The County shall be responsible for one half of the Total Cost, but in no event more than \$40,000.
- 1.5.2 The County shall reimburse to the City an amount equal to one half of the Total Cost after the City has approved a contract with the Engineering Firm.
- 1.5.3 Upon request by the City in accordance with section 1.4.5, above, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the request. Payment not mailed within 30 calendar days of receipt of the City's request by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).
- 1.5.4 The County shall provide results, records, and/or deliverables in its possession associated with any work performed related to the Project, within five (5) business days of request by the City. The

City shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.

1.5.5 Costs associated with County personnel, time, and equipment shall be borne solely by the County.

1.5.6 The County will provide to City any comments on the 50% and 100% drawings, submitted in accordance with section 1.4.7, within ten (10) business days of receipt.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

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10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the City does not, pursuant to section 1.4.1 above, contract with a private engineering firm, within three (3) months after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By: George White
~~Alan McGraw, Mayor~~ George White, Mayor Pro-Tem

Date: 4.28.16

