

COST PARTICIPATION AGREEMENT WITH YMCA REGARDING THE CONSTRUCTION OF A PEDESTRIAN BRIDGE AT TWIN LAKES PARK

THIS COST PARTICIPATION AGREEMENT is made and entered into effect this _____ day of _____, 2020, by and between Williamson County, Texas (the "County") and the YMCA of Greater Williamson County (the "YMCA"), a Texas non-profit of the State of Texas and are sometimes collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the County and the YMCA are in the process of constructing a pedestrian bridge at Twin Lakes Park (the "Project"); and

WHEREAS, the YMCA and the County now desire to cooperate in the cost sharing of the funding of improvements for the Project; and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is \$__1,000,000____; and

WHEREAS, the County has committed to providing a total funding towards the Project in an amount not to exceed \$900,000 and the YMCA has committed the remaining funds necessary to complete the Project, estimated at \$_100,000_____ (the "Estimated Costs"); and

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

I.

Terms and Conditions

1. The term "Design" for the purposes of this agreement means engineering, surveying, geotechnical, environmental and any other professional or technical service required to produce bidding documents, plans and specifications for the Project.
2. The term "Right-of-Way acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.
3. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications (the "Plans") approved by the YMCA and in writing by the County prior to contract award.
4. The term "Project" means the design and construction of a pedestrian bridge at Twin Lakes Park, at the location shown on **Exhibit "A"**, attached hereto.

5. The YMCA agrees to be solely responsible for all aspects of the design and construction of the Project, including but not limited to, all right-of-way acquisition, if necessary and all environmental mitigation costs, if necessary
6. The YMCA agrees to serve as Project Manager on behalf of the YMCA and the County and to administer all aspects of design and construction for the Project including consultant selection, preparation of construction plans, competitive bidding, construction and inspection of the Project.
7. The YMCA shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
8. The YMCA shall invoice the County and provide proof of the award of a contract for the Project Within thirty (30) calendar days of receipt of said invoice, County shall deposit into a fund to be established and administered by the YMCA (the "Construction Fund"), the sum of Nine Hundred Thousand Dollars (\$900,000).

In the event that the costs incurred by the YMCA for construction of the Project exceed the Estimated Cost, then the YMCA shall bear sole responsibility for completing the Project.

9. The YMCA agrees not to materially amend or otherwise reduce the Plans as approved by the County without the written concurrence of the County.

II. Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement is not a joint venture or other partnership between the Parties.
4. This Agreement shall be performable in Williamson County, Texas.

5. YMCA agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of YMCA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. YMCA agrees that The County shall have access during normal working hours to all necessary YMCA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give YMCA reasonable advance notice of intended audits.

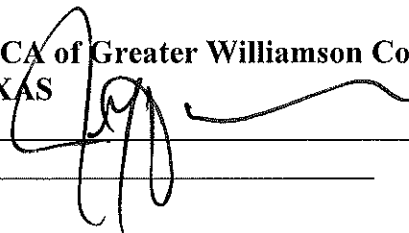
WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr., County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

**YMCA of Greater Williamson County,
TEXAS**

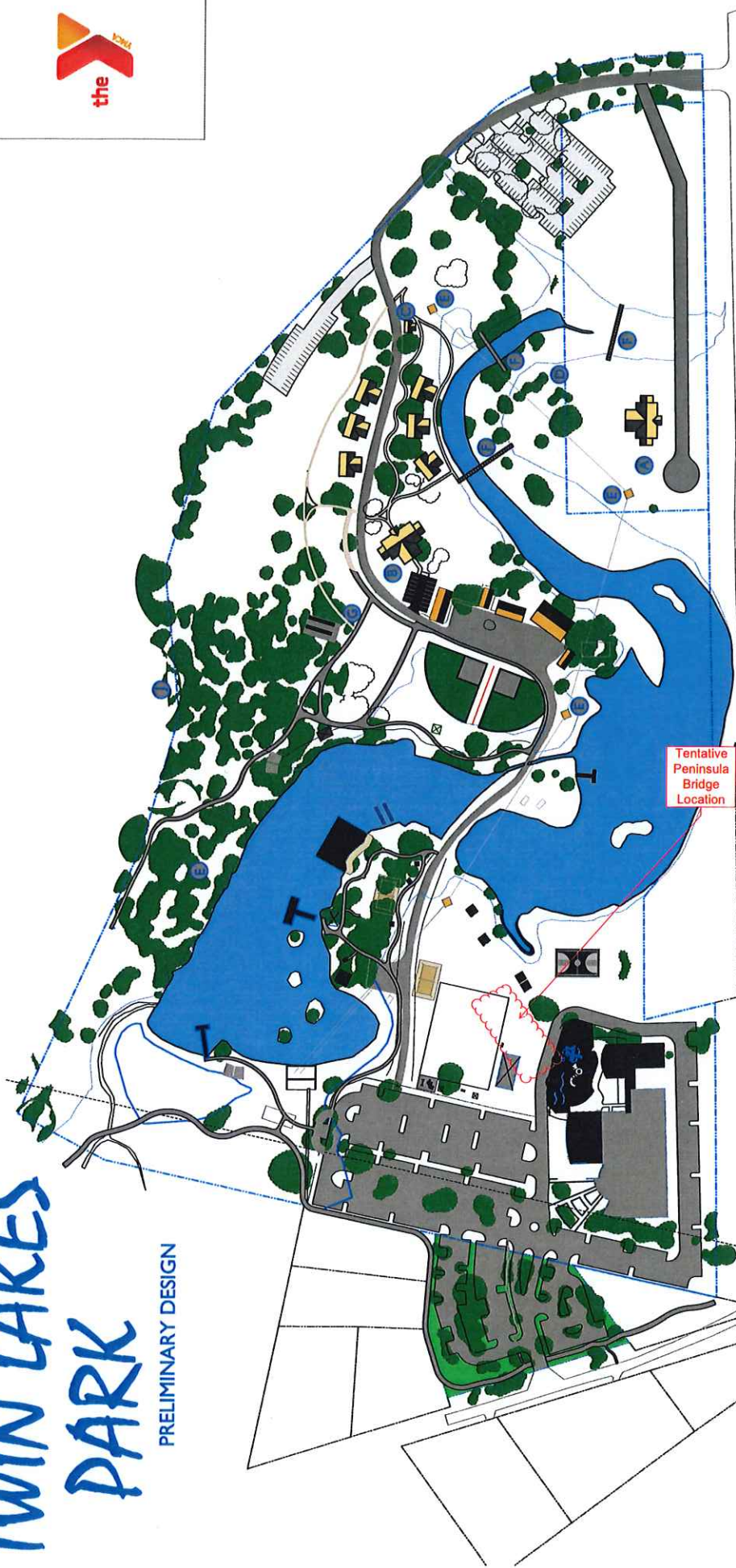
By: 

Its: _____

EXHIBIT "A"
SEE MAP

TWIN LAKES PARK

PRELIMINARY DESIGN



● RECREATION AREAS

1. BASKETBALL COURT
2. SAND VOLLEYBALL COURTS
3. FISHING PEIR
4. ARCHERY RANGE
5. TANGO TOWER
6. GIANT SWING
7. POWER POLE
8. ZIPLINES
9. PADDLE BOATS & CANOES
10. KABOOM SOCCER FIELDS
11. PICNIC AREA
12. PRIMITIVE CAMPING AREA
13. AQUA PARK
14. LAKE SWIM / BEACH
15. PAINTBALL FIELDS
16. KICKBALL / WIFFLEBALL FIELD
17. MULTI-PURPOSE FIELDS
18. PLAYGROUNDS
19. HIKING TRAILS
20. WATERFALL

● FACILITIES

1. SURVIVOR LODGE
2. TENDERFOOT LODGE
3. TRAIL HEAD PAVILION
4. TREKKER PAVILION
5. CAMP FIRE AREA
6. AMPITHEATRE
7. TRADING POST
8. PRIMITIVE CAMPING
9. OVERNIGHT CABINS

● FUTURE PARK IMPROVEMENTS

- A. PAVILLION WITH RESTROOMS
- B. NEW ACCESS ROAD AND BRIDGE
- C. WELCOME CENTER
- D. CHAPEL
- E. ZIP LINE FROM TANGO TOWER
- F. FOOT BRIDGE



NORTH
N.T.S.

