



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into effect this _____ day of _____, 2020, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF CEDAR PARK, TEXAS (the “City”), political subdivisions of the State of Texas and are sometimes collectively referred to as “the Parties”.

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 and for the joint use of facilities 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 and the County desire to cooperate in the cost sharing of design, right-of-way acquisition and construction of 1) widening of RM 1431 from Bagdad Rd. to Anderson Mill Rd. (“RM 1431 Project”), 2) extension of New Hope Rd. from Ronald Reagan to Sam Bass (“New Hope Project”), 3) extension of Toro Grande from Parmer Ln. to RM 1431 (“Toro Grande Project”) and 4) extension of the Brushy Creek Regional Trail from the YMCA Twin Lakes facility to Lakeline Park including a pedestrian bridge over Bell Blvd. (“Brushy Creek Trail Project”) as shown in Exhibit 1, collectively referred to as (the “Projects”); and

WHEREAS, the RM 1431, Toro Grande and Brushy Creek Trail projects were recommended by the 2019 Williamson County Citizens Bond Committee for inclusion in the 2019 County Bond election; and

WHEREAS, the RM 1431, New Hope and Toro Grande projects are on the City’s roadway master plan and are needed to convey existing and future traffic volumes in this fast growing region and the Brushy Creek Trail project is in the City’s park’s master plan; and

WHEREAS, The RM 1431 Project includes cost sharing of preparing shovel ready construction plans and right-of-way acquisition for submission to CAMPO for future funding of the widening of Whitestone Blvd (RM 1431) from Bagdad Road to Anderson Mill Road to a 6 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, extra wide outer lane and LED street lighting; and

WHEREAS, The New Hope Project includes cost sharing of construction of an extension of New Hope Rd from Ronald Reagan Blvd. to Sam Bass Rd., with construction plans

prepared and paid for by the city, as a 4 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, dedicated bike lanes or extra wide outer lane and LED street lighting; and

WHEREAS, The Toro Grande Project includes cost sharing in design and construction of an extension of Toro Grande from Parmer Lane to RM 1431, with right-of-way provided by the developer or owners of the land, as a 4 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, extra wide outer lane and LED street lighting and; and

WHEREAS, The Brushy Creek Trail Project includes design, easement acquisition and construction of a 0.75 mile extension of the Brushy Creek Regional Trail from the Twin Lakes YMCA facility to the City’s Lakeline Park, including a pedestrian bridge over Bell Blvd., and

WHEREAS, the estimated costs of the Projects and allocations to the Parties is \$39.65 million as shown in Exhibit 2 and the City and County each have committed to providing up to fifty percent (50%) of all applicable costs as described for each project in this Agreement, including but not limited to engineering, right-of-way acquisition, construction, surveying, geotechnical, environmental, testing and inspection (“Project Costs”); and

WHEREAS, the City and the County have each committed to providing up to a maximum of \$19.83 million in funding for the Project Costs and the Parties agree that the final allocations of the actual Project Costs for each specific project shown in Exhibit B may change as the plans and bidding for each project are finalized with mutual agreement of the; 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 services required to produce bidding documents, plans and specifications for the Projects.
2. The term “Construction” means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Projects according to the plans and specifications approved by the City and County.
3. The City agrees to serve as project manager on behalf of the City and the County and administer all aspects of Design, right-of-way acquisition and Construction for the Projects as described for each project in this Agreement, including consultant selection with approval by County staff.
4. Upon the City’s approval of each invoice for any Project Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon

request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).

5. The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Projects. 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 Projects.
6. The City agrees that the \$2 million provided by the County from the County's 2019 park bond funds for the Brushy Creek Trail Project shall be utilized solely for the Brushy Creek Trail Project.
7. All professional and other services for the Project shall be procured in accordance with all applicable State laws.
8. The County shall be included in the City's process for selection of all professional services and shall have the right of final approval of all professional services prior to contract execution.
9. The City 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.
10. The County is not liable for and it shall be the City's sole responsibility, at its own cost and expense from its share of the project funding, to pay for the design, installation, construction, repair, replacement, removal, upgrade and maintenance of all irrigation and landscaping, including but not limited to, plantings of grass and bushes, and the installation of water features, if any, that are related to any of the Projects.
11. The Parties each agree to hold harmless, defend, and indemnify the other Party, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type or description, including but not limited to any and all expenses of litigation, court costs, attorney's fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Projects, except to the extent arising from the Party's gross negligence or intentional action. In no event shall either Party be liable to the other for special or consequential damages, statutory or otherwise. Nothing herein shall be construed to waive or limit either Party's legal or equitable defenses or immunities.

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 shall be performable in Williamson County, Texas.
4. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

Bill Gravell, Jr.
County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Corbin Van Arsdale ^{SPT}

Corbin Van Arsdale Mayor
City of Cedar Park, Texas

ATTEST:

LeAnn Quinn

LeAnn Quinn, City Secretary

EXHIBIT A

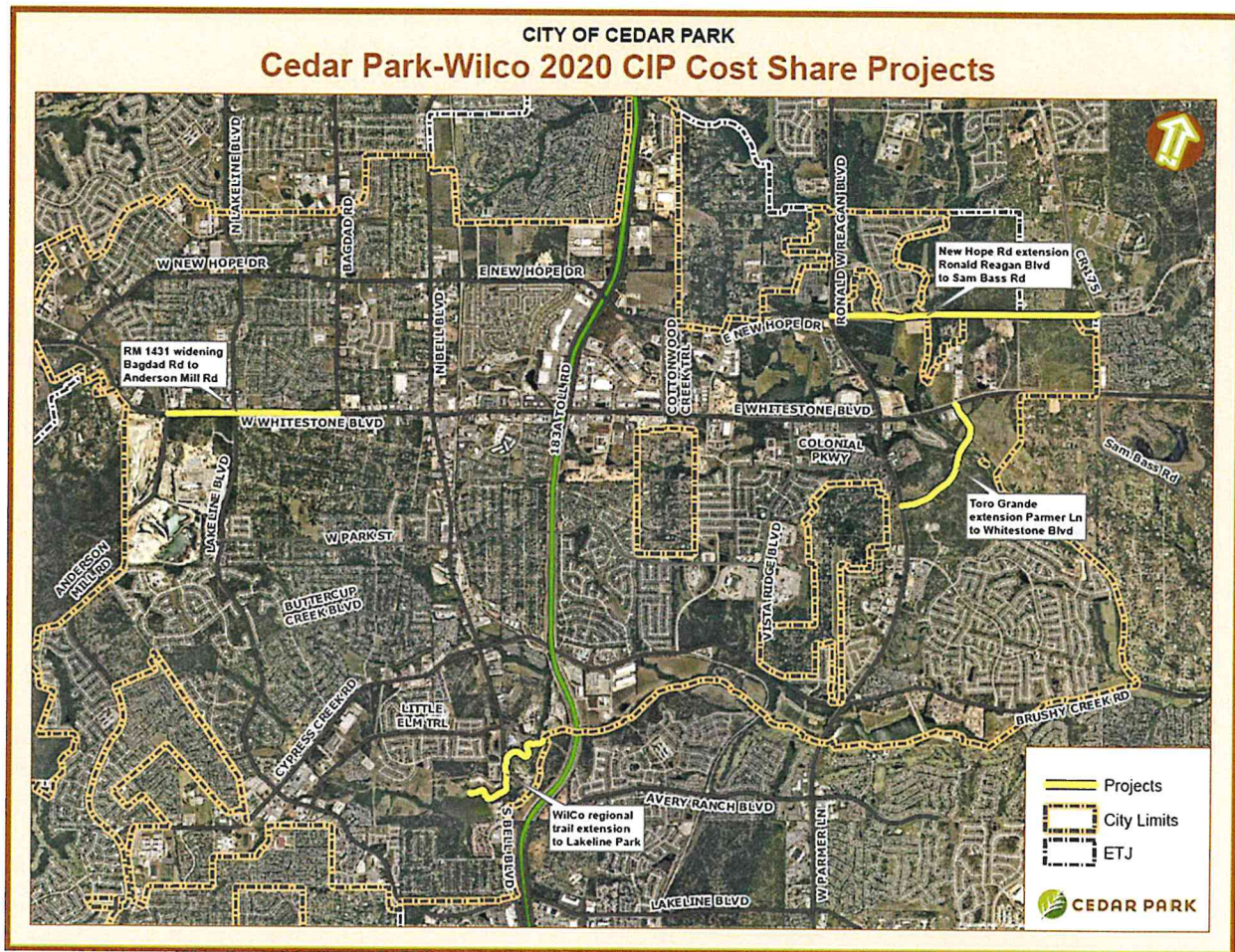


EXHIBIT B

Estimated Project Costs Cedar Park - Williamson County Cost Share ILA - 2020 ¹					
Project	Total Project Cost	Cost Per Entity			
		City		Wilco	
		%	Cost	%	Cost
RM 1431 Project (Bagdad Rd to Anderson Mill Rd)	\$8.15	50%	\$4.08	50%	\$4.08
New Hope Project (Ronald Reagan to Sam Bass)	\$15.50	50%	\$7.75	50%	\$7.75
Toro Grande Project - Parmer to RM 1431	\$12.00	50%	\$6.00	50%	\$6.00
Brushy Creek Trail Project (Extension Couny Regional Trail From Twin Lake YMCA to Lakeline Park w/Ped Bridge Over Bell Blvd)	\$4.00	50%	\$2.00	50%	\$2.00
Total	\$39.65		\$19.83		\$19.83
1 - All costs in millions					