

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO THE LOCATION OF CITY OF ROUND ROCK WATER LINE
IMPROVEMENTS
ALONG SAM BASS ROAD**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING THE LOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between the City of Round Rock, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is and has been in the process of making road improvements to Sam Bass Road from its intersection with RM 1431 to Wyoming Springs Road (the “County Project”); and

WHEREAS, the proposed County Project includes the widening of the right-of-way on Sam Bass Road; and

WHEREAS, the City desires to facilitate the construction of a new 42” waterline at the location shown on Exhibit “A”, attached hereto (the “City Waterline”); and

WHEREAS, in connection with the construction of the roadway improvements, the County and the City desire to locate the City Waterline into new easements abutting Sam Bass Road; and

WHEREAS, the City desires to cooperate with the County to facilitate the simultaneous construction of the roadway improvements and the City Waterline; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the County’s location and construction of the City Waterline in conjunction with the construction of the County Project, based on the terms and conditions stated herein.

1.02 Continuation of Service. The County agrees that the City Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF CITY PROJECT

2.01 County Obligations. The County shall construct all physical improvements that constitute the City Project, except as stated herein. The County will jointly bid the City Project and construct it concurrently with the County Project.

2.02 City Obligations. The City shall be responsible for all costs associated with the preliminary and final design related to the City Project. The City shall submit project plans and specifications and a utility permit application to the County for approval prior to bidding and contract award.

2.03 City Payment. The City will pay the County for the full amount of the City Waterline construction using the following payment schedule:

- 30% within 30 days after contract award.
- 30% when construction of the City Waterline is 30% complete as determined by the value of the work completed to date against the contract amount.
- 30% when construction of the City Waterline is 60% complete as determined by the value of the work completed to date against the contract amount.
- Final 10%, including any adjustments for change orders, at substantial completion of the City Waterline.

2.04 Inspection. The City may inspect the relocation of the City Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.05 Permits. Except as specifically stated herein, the County shall not be responsible for obtaining permits, if any, required for the construction of the City Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Easements. The City Waterline will be located into private easements acquired by the City at the City's sole expense. The City will coordinate with the County to acquire the easements as expeditiously as possible. If any of the City Project lies within new or existing County

right-of-way, the City shall be solely responsible for repairing, replacing or relocating the waterline, subject to County approval.

2.08 Acceptance of City Project. After the City accepts the City Project, the City will own and maintain the City Project, without need of formal conveyance.

2.09 Change Orders. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The

Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 NO LIABILITY OR WARRANTY OF SERVICES. ROUND ROCK AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. ROUND ROCK AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT ROUND ROCK MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY ROUND ROCK, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER ROUND ROCK RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the City's acceptance of the City Project.

4.04 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.05 Default and Remedies. If Round Rock fails to pay for services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Round Rock shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, Round Rock may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

4.06 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.07 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.08 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project referred to herein.

4.09 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.10 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.11 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

ROUND ROCK: City of Round Rock
221 East Main, Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5430
Email: lhadley@roundrocktexas.gov

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravel, Jr.
bgravell@wilco.org
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.12 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.13 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.14 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

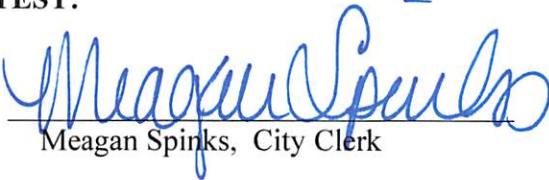
4.15 No Joint Venture. This Agreement does not constitute a joint venture or any other kind of partnership between the parties.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF ROUND ROCK, TEXAS

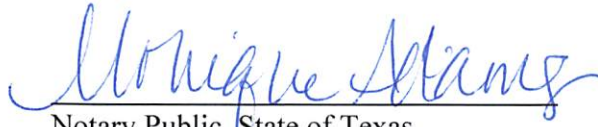
By: 
Craig Morgan, Mayor

ATTEST:

By: 
Megan Spinks, City Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 27th day of January, 2022, by Craig Morgan as Mayor of the City of Round Rock, a Texas home-rule city, on behalf of said city.


Notary Public, State of Texas



WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

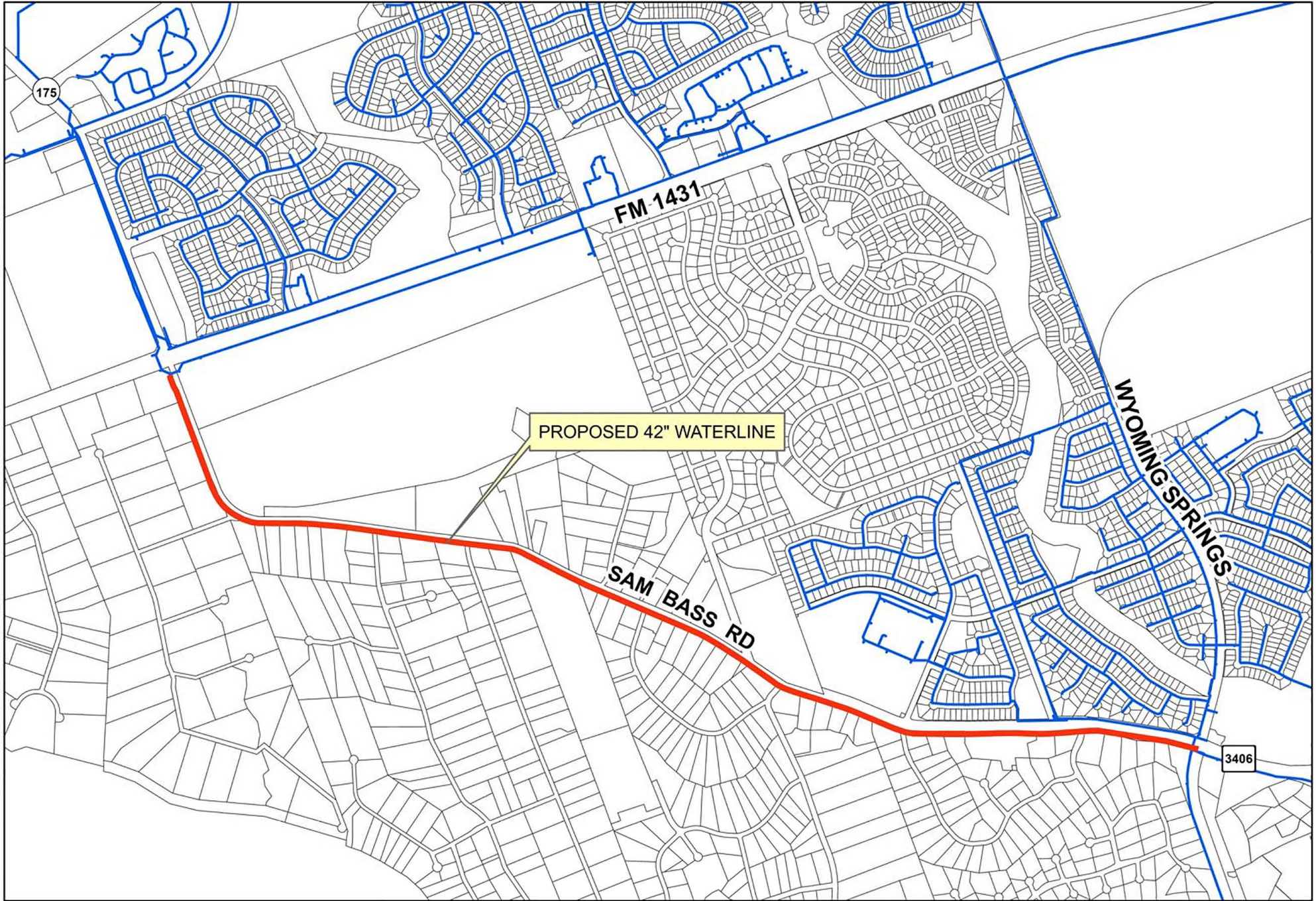
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.



Notary Public, State of Texas

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Date: 9/1/2020



-  PROPOSED WATERLINE
-  EXISTING WATERLINES

SAM BASS ROAD 42 INCH TRANSMISSION MAIN

Exhibit "A"

