

**INTERLOCAL AGREEMENT
FOR DESIGN SERVICES FOR THE WILLIAMSON COUNTY
REGIONAL ANIMAL SHELTER EXPANSION PROJECT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code for Design Services for the Williamson County Regional Animal Shelter (WCRAS) Expansion Project (“Project”) between the Williamson County, Texas, a political subdivision of the State of Texas (“Williamson County” or “County”) and the City of Georgetown, also a political subdivision of the State of Texas (“Georgetown” or “City”). In this Agreement, Williamson County and Georgetown are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

WHEREAS, on May 10, 2022, the Georgetown City Council directed City staff to explore a possible partnership between Georgetown and WCRAS;

WHEREAS, on October 14, 2022, WCRAS voted to proceed with exploring a partnership with the City of Georgetown and formed a working group;

WHEREAS, on November 22, 2022, the Georgetown City Council directed City staff to continue to explore a partnership with WCRAS, in part, by funding an expansion to the Williamson County-owned WCRAS;

WHEREAS, the City anticipates any remaining design and constructions services will be funded pursuant to a general obligation bond to be put forth before the City of Georgetown voters in November of 2023;

WHEREAS, the purpose of this Agreement is to outline each Party’s duties and obligations related to Design Services;

WHEREAS, this Agreement is for the mutual benefit of Williamson County and Georgetown and after completion of the Project, Williamson County will fully own the expanded Williamson County Regional Animal Shelter; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Williamson County and Georgetown agree as follows:

I. DESIGN SERVICES

1.01 General. Williamson County shall negotiate and enter into a contract with a qualified architectural/engineering firm for Design Services related to the Project (“Design Contract”) with the scope of work consistent with Exhibit A. Both parties shall review and approve the design documents for this Project, and Williamson County shall provide to Georgetown a copy of the final executed Design Contract.

1.02 Fees and Costs. The total anticipated budget for Design Services for this project is \$50,000 ("Design Services Estimate"). Georgetown is responsible for one-hundred percent (100%) of all design fees and costs associated with the Project. Williamson County shall pay all fees and costs directly to the architect/engineer subject to reimbursement by Georgetown to Williamson County for one-hundred percent (100%) of the fees and costs; provided however, any change orders increasing the Design Services cost by more than five percent (5%) over the Design Services Estimate must be approved in writing by the Georgetown's Project Representative and, if required by State Law, the governing bodies or other statutorily authorized representatives of the City and the County. Georgetown's Project Representative's approval of any such change order(s) shall not be unreasonably conditioned or withheld.

1.03 Invoices. Upon Williamson County's approval of each invoice for the Design Services, Williamson County shall transmit a copy of the invoice to Georgetown. Subject to the foregoing, Georgetown agrees to pay Williamson County within thirty (30) days after receipt of each invoice.

1.04 Cost Reimbursement to City. In the event the City of Georgetown voters do not vote to approve a general obligation bond for the purpose of expanding the WCRAS, the County will reimburse one-hundred percent (100%) of the fees and costs paid to the County pursuant to Section 2.02. Subject to the foregoing, Williamson County agrees to pay Georgetown within thirty (30) days after receipt of the invoice.

II. DISPUTES

2.01 Material Breach; Notice and Opportunity to Cure.

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.

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

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.

2.02 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 agree 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.

2.03 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.

III. GENERAL PROVISIONS

3.01 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN 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, THE DESIGN CONTRACT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST ARCHITECT/ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

3.02 Term. This Agreement shall commence upon the date of the last party's execution of this Agreement below and shall end upon the completion of the Project and acceptance of the Design Services by Williamson County and Georgetown.

3.03 Authority. This Agreement is entered, in part, pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"). The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

3.04 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.

3.05 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 included.

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

3.07 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

3.08 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

3.09 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

3.10 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

3.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity.

3.12 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

3.13 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

3.14 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.

3.15 Project Representatives. The City Manager or designee of each Party shall act as the project representative for the Project.

3.16 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed fax or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

**WILLIAMSON COUNTY
PROJECT REPRESENTATIVE:**

Williamson County Facilities
Management Department
Attn: Dale Butler, Senior Director
3101 SE Inner Loop
Georgetown, TX 78626

CITY OF GEORGETOWN:

City Manager
City of Georgetown
P.O. Box 409
Georgetown, Texas 78627

**CITY OF GEORGETOWN
PROJECT REPRESENTATIVE:**

City of Georgetown
Public Works Department
Attn: Jackson Daly
P.O. Box 409
Georgetown, Texas 78627

Either Party may from time to time designate any other address for notice by written notice to the other Party.

3.17 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

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

[SIGNATURES ON THE FOLLOWING PAGES.]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

Date: March 14, 2023

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: Skye Masson
Skye Masson, City Attorney

EXHIBIT A
DESIGN PHASE SERVICES
SCOPE OF WORK

1. Feasibility Study.

- a. Review existing conditions of facilities and current implementation of 2016 Master Plan.
- b. Forecast space requirements (inclusive of Georgetown and current WCRAS members) for employees, animals, and any new or specialized needs through 2043 (20 years).
- c. Provide recommendations for the best and most efficient use of current and future facilities.

2. Concept.

- a. Conceptual layouts for remodeling or expanding existing facilities.
- b. Proof of concept for the proposed enhancements including:
 - i. site plans
 - ii. floor plans
 - iii. renderings
 - iv. phasing strategies

3. Cost.

- a. Statement of probable construction cost for each phase including a total cost for all phases.