

## **INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Williamson County, Texas (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 is in the process of designing and constructing an approximate .75 mile, 12’ wide shared use path and pedestrian bridge between the City’s Lakeline Park and the Brushy Creek Regional Trail (the “Project”); and

**WHEREAS**, in 2020, the City and the County entered into an Interlocal Agreement wherein the County agreed to pay \$2,000,000 as its contribution to the Project; and

**WHEREAS**, the County now desires to contribute additional funds as stated below for the Project; and

**WHEREAS**, the City 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 \$7,500,000 (the “Estimated Costs”); and

**WHEREAS**, the County has now committed to provide funding from the 2023 Williamson County Parks Bonds towards the Project in the amount of \$1,750,000, which is in addition to the County’s initial funding commitment of \$2,000,000 in 2020, and the City has committed to provide the remaining funds necessary to complete the Project; 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 City and concurred with in writing by the County prior to contract award.
4. The term “Project” means the Design and Construction of an approximately .75 mile 12’ wide shared use path connection between the City’s Lakeline Park and the Brushy Creek Regional Trail, generally at the location shown on **Exhibit “A”**, attached hereto.
5. The term “Project Costs” means all costs associated with Right-of-Way Acquisition, Design, and Construction of the Project, and reasonable related costs, including environmental mitigation, if necessary.
6. The City agrees to serve as Project manager on behalf of the City and the County and to administer all aspects of Design and Construction for the Project including Right-of-Way Acquisition and environmental mitigation, if necessary, consultant selection, preparation of construction plans, competitive bidding, Construction and inspection of the Project.
7. 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.
8. The total amount of funding towards the Project Costs by County under this Interlocal Agreement shall be \$3,750,000 (the “Total Funding Amount”), which is the sum of the County’s funding commitment amount of \$2,000,000 under the 2020 Interlocal Agreement between the City and the County and the total additional funding of \$1,750,000 under this Interlocal Agreement. The City hereby agrees to provide all remaining funds necessary to complete the Project. In the event that the costs incurred by the City for the Design and Construction of the Project exceed the Estimated Cost, then the City shall bear sole responsibility for funding and completing the Project.
9. The City will submit reimbursement requests up to the Total Funding Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and the County, 25% upon awarding Construction contract, 25% when Construction is 50% complete, as determined by the Construction contract, and 25% upon substantial completion, as defined by the Construction contract. County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the Williamson County Auditor’s receipt of invoice from the City. Payment not mailed within 30 calendar days of receipt by the Williamson County Auditor will accrue interest at the rate set forth in Texas Government Code 2251.025(b).

10. The City 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 of Texas 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 with respect to the subject matter, herein. 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, and the parties agree the exclusive venue for adjudication of any claim related to or arising out of the Agreement shall be in the courts of appropriate jurisdiction in Williamson County, Texas.

**IN WITNESS WHEREOF**, The parties have duly executed and delivered this Interlocal Agreement to be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY, TEXAS:**

By: \_\_\_\_\_

Bill Gravell  
County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**CITY OF CEDAR PARK, TEXAS**



\_\_\_\_\_  
Brenda Eivens, City Manager  
City of Cedar Park, Texas


Date: 11-15, 2024

ATTEST:



\_\_\_\_\_  
LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM  
AND CONTENT:



\_\_\_\_\_  
J.P. LeCompte, City Attorney

## EXHIBIT "A"

### City of Cedar Park Lakeline Park Regional Trail Connection Preliminary Cost Estimate

DESCRIPTION	TOTAL COST
PEDESTRIAN BRIDGE	\$ 1,490,000
CONCRETE TRAIL-BRIDGE TRANSITION TO TWIN LAKES	\$ 1,500,000
CONCRETE TRAIL-BRIDGE TRANSITION TO LAKELINE	\$ 76,000
CONCRETE TRAIL-TWIN LAKES PARK SEGMENT	\$ 590,000
CONCRETE TRAIL-LAKELINE PARK SEGMENT	\$ 155,000
DRAINAGE	\$ 25,000
RETAINING WALL	\$ 100,000
LIGHTING	\$ 35,000
SIGNAGE	\$ 75,000
SITE WORK	\$ 405,000
MOBILIZATION	\$ 203,000
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$ 4,660,000</b>
SOFT COSTS (DESIGN, INSPECTION, TESTING, ETC.)	\$ 1,080,000
ROW ACQUISITION	\$ -
CONSTRUCTION CONTINGENCY	\$ 1,170,000
ESCALATION	\$ 590,000
<b>PROJECT TOTAL</b>	<b>\$ 7,500,000</b>
PREVIOUS 2020 WILCO/COCP FUNDING	\$ 4,000,000
<b>FUNDING REQUIRED</b>	<b>\$ 3,500,000</b>
CITY SHARE	\$ 1,750,000
WILCO SHARE	\$ 1,750,000

