

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	TRANSIT-RELATED PROJECT
COUNTY OF WILLIAMSON	§	FUNDING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation district created and operating pursuant to the provisions of Chapters 49 and 54, Texas Water Code (the "District").

WHEREAS, on or about December 4, 2007, the County and Capital Metropolitan Transportation Authority ("Capital Metro") entered into that certain "Interlocal Agreement Between Williamson County, Precinct 1 and Capital Metropolitan Transportation Authority" (the "Capital Metro Interlocal") concerning the Build Central Texas - Suburban Communities Program ("the Suburban Communities Program") which sets forth, among other things, terms and conditions for the County's use of grant funds from Capital Metro for transit-related mobility projects; and

WHEREAS, the District has planned a transit-related pedestrian and bicycle project known as the "Rattan Creek Hike and Bike Trail" (the "Project") and submitted the Project to the County and Capital Metro for approval and receipt of grant funds pursuant to the Capital Metro Interlocal; and

WHEREAS, the County desires to fund a portion of the Project with grant money obtained through the Capital Metro Interlocal in order to facilitate the development of transit-related mobility projects within its boundaries; and

WHEREAS, the parties desire to set forth in writing the agreed terms and conditions for the use of funds and reimbursement of costs related to the Project;

NOW, THEREFORE, the County and the District hereby agree as follows:

1. Project Funding. The County hereby agrees to fund a portion of the Project in an amount to be determined according to the terms and conditions of this Interlocal Agreement and the Capital Metro Interlocal; provided, however, such amount of funding shall not exceed the amount in which Capital Metro approves for the Project and in no case shall the portion of funding exceed SEVENTY FIVE THOUSAND AND NO DOLLARS (\$75,000.00). Furthermore, the District agrees and acknowledges that the County's funding of the Project is entirely contingent upon Capital Metro's approval and distribution of grant funds for the Project. In the event that Capital Metro does not grant approval of the Project pursuant to the Capital Metro Interlocal or if Capital Metro otherwise refuses to provide grant funds for the Project, the County's obligation to provide funding of any kind for the Project shall cease and this Agreement shall thereafter be of no further force or effect.

2. District Duties and Responsibilities. The parties agree that the District shall:

- (a) solicit competitive bids for construction of the project; and

(b) comply in the development and construction of the Project with all federal and state laws and regulations, including, but not limited to, the following:

- (i) the Americans with Disabilities Act ("ADA");
- (ii) the Fair Labor Standards Act and Chapter 605 of the Texas Government Code;
- (iii) Chapter 2253 of the Texas Government Code (relating to performance and payment bonds for the Project);
- (iv) Chapter 2258 of the Texas Government Code (relating to prevailing wage rates applicable to the Project);
- (v) 28 Texas Administrative Code §110.110 (relating to required Workers Compensation coverage applicable to the Project);
- (vi) 49 C.F.R. Parts 23 and 26 (relating to disadvantaged business entity goals applicable to the Project); and
- (vii) the District shall confer with Capital Metro regarding the DBE goal assigned by Capital Metro for the Suburban Communities Program;

(c) a "BCT – CAPITAL METRO FUNDED PROJECT" sign must be posted at the construction site during construction of the Project identifying Capital Metro as a funding source; and

(d) provide the County with any and all documentation or information that Capital Metro may require or request pursuant to the Capital Metro Interlocal; and

(e) provide the County a monthly report of the Project's progress, including any documentation necessary to conduct a project audit such as construction contracts, supply invoices and time sheets; and

(f) inform the County in a timely manner of any substantial delays or alterations in the Project scope of work; and

(g) provide overall project management and contract administration to supervise and control the day-to-day activities of the construction and monitor the activities of the contractor to ensure the timely and efficient completion of the Project in accordance with the plans and specifications and construction schedule subject to unforeseeable delays;

(h) upon completion or substantial completion of the Project, provide detailed reports to support all Project billings and provide a photograph of the completed Project;

(i) in the event the District determines that fees, permit costs and related costs are of such an amount that completion of the Project is no longer monetarily feasible, the District shall have the right to terminate this Agreement and decline the funding from the County and Capital Metro; provided, however, if the County and Capital Metro have already extended funding to the

District as of the date in which the District terminates this Agreement, the District shall immediately reimburse and return all such funding to the County and Capital Metro.

3. County Duties and Responsibilities. The parties agree that the County shall:

- (a) work diligently to obtain reimbursement from Capital Metro in a timely fashion; and
- (b) compile and provide Capital Metro with all information necessary to secure any grant funds or unreimbursed costs for the Project, including submission of billing information that is satisfactory to Capital Metro; and
- (c) comply with the terms of the Capital Metro Interlocal.

4. Payment. Upon both Capital Metro's approval of the Project and its distribution of 50% of the grant funds to the County for the Project, the County shall tender the said 50% of grant funds to the District. Upon substantial completion of the Project and upon County's receipt of the remaining 50% of grant funds from Capital Metro, the County shall tender the said remaining 50% of grant funds to the District.

5. General Provisions. The following general provisions shall apply to this Agreement:

(a) **Interlocal Cooperation.** The County and the District agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Interlocal Agreement.

(b) **Payment From Current Revenues.** Pursuant to Chapter 791, Tex. Gov't. Code, each party paying for governmental services hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.

(c) **Entire Agreement.** This Interlocal Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

(d) **Amendments.** Any amendment hereof must be in writing and signed by the authorized representative for all parties.

(e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including, without limitation, the authority conferred in V.T.C.A. Gov't. Code, Chapter 791 ("Interlocal Cooperation Contracts") and V.T.C. A., Water Code, Article 54.218. Except as set forth above, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other Agreement entered into by and between the District and the County.

(f) **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas.

(g) **Assignment.** Neither party may assign their rights and obligations under this Interlocal Agreement.

(h) **Other Instruments, Actions.** The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Interlocal Agreement.

(i) **No Third Party Beneficiaries.** Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.

(j) **No Joint Venture, Partnership, Agency.** This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto.

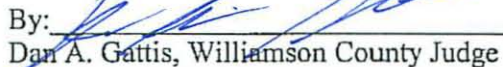
(k) **Venue.** Venue for any suit arising hereunder shall be in Williamson County.

(l) **Duplicate Originals.** This Agreement may be executed simultaneously in duplicate originals each of equal dignity.

(m) **Effective Date.** This Agreement shall be effective from and after the date of due approval hereof by the respective governing bodies of the County and the District and due execution hereof by their respective authorized representatives.

IN WITNESS WHEREOF, the authorized representative of the County and the District have executed this Interlocal Agreement on the date(s) set forth below.

WILLIAMSON COUNTY, TEXAS:

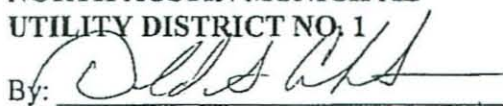

By: 
Dan A. Gattis, Williamson County Judge

Date: _____

ATTEST:


Jo Jones, Secretary
Board of Directors

**NORTH AUSTIN MUNICIPAL
UTILITY DISTRICT NO. 1**

By: 
~~Alan McNeil, President~~ Don Conklin, Vice President
Board of Directors 

Date: July 26, 2008

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

THIS AGREEMENT was acknowledged before me on this ____ day of _____, 2008, by Dan A. Gattis, County Judge of Williamson County, Texas, a political subdivision of the State of Texas, on behalf of Williamson County, Texas, Precinct 1.

(SEAL)

Notary Public Signature

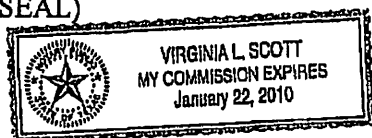
THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

THIS AGREEMENT was acknowledged before me on this 26th day of July, 2008, by Alan McNeil, Vice President of the Board of Directors of North vs Austin Municipal Utility District No. 1, a conservation and reclamation district and political subdivision of the State of Texas, on behalf of said district.

(SEAL)



Virginia L. Scott
Notary Public Signature