



## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is made and entered into effect this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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**, Brushy Creek Rd. from Parmer Lane to Arrowhead Trail ("Brushy Creek Project"), RM 1431 from 183A to CR 185, ("RM 1431 Project") and CR 185 from New Hope Road to RM 1431 ("CR 185 Project") are portions of three roadways in Cedar Park (collectively "Cedar Park Road Projects"); and

**WHEREAS**, traffic volumes on all the Cedar Park Road Projects have increased significantly and are expected to continue to increase over the foreseeable future; and

**WHEREAS**, the City and the County now desire to cooperate in the cost sharing of the funding of improvements to the Cedar Park Road Projects; and

**WHEREAS**, the total estimated cost of the entire Cedar Park Road Projects, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is \$21,761,200; and

**WHEREAS**, the County has committed to providing a total funding towards the Cedar Park Road Projects in the amount of \$12,403,884 and the City has committed the remaining funds necessary to complete Cedar Park Road Project (estimated at \$9,357,316); 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 Cedar Park Road Projects.
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 Cedar Park Road Projects
3. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Cedar Park Road Projects according to the plans and specifications approved by the City and County.
4. 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 Cedar Park Road Projects, including consultant selection with approval by County staff, preparation of construction plans, competitive bidding, construction and inspection of the Improvements.
5. The County commits a total sum of Twelve Million Four Hundred Thousand and no/100 Dollars (\$12,403,884) for the Cedar Park Road Projects. The City agrees that the above sum is to be utilized solely for the Cedar Park Road 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 Cedar Park Road Projects.
6. All professional and other services for the Cedar Park Road Projects shall be procured in accordance with all applicable State laws
7. 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.
8. 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.
9. Within thirty (30) calendar days of execution of this Interlocal Agreement, each Party shall deposit into a fund to be established and administered by the City (the "Design Fund"), the following sums:

City	-	\$1,500,000
County	-	<u>\$1,500,000</u>
Total	-	\$3,000,000

Within six months after the execution of this Interlocal Agreement, each Party shall deposit into the Design Fund an additional \$550,000, if the design for the Cedar Park Road Projects is proceeding expeditiously.

In the event that there are remaining funds within the Design Fund, then the City shall apply these remaining funds to the Construction portion of the Project. All interest that accumulates within the Design Fund shall remain within such fund for payment of Construction Costs.

10. Within thirty (30) calendar days of the award of a contract for any of the Cedar Park Road Projects, each Party shall deposit into a fund to be established and administered by the City (the "Construction Fund"), the sums which represent each Party's share of the total cost of the Cedar Park Road Projects, attached hereto as Exhibit "B", less any amounts contributed to the Design Fund prior to that time.

In the event that the costs incurred by the City for Construction of the Cedar Park Road Projects exceed costs listed for both Parties combined as shown in Exhibit "B", then the City shall bear sole responsibility for completing the Projects.

In the event that there are remaining funds within the Construction Fund upon final completion and acceptance by the City of any Cedar Park Road Project, then the City shall return these funds to each Party in proportion to the amount deposited by each Party for each Project. All interest that accumulates within the Construction Fund shall remain within such fund for payment of Construction Costs.

11. 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 in Exhibit B, to pay for the design, installation, construction, repair, replacement, removal, upgrade, maintenance and planting of all sidewalks, street lights, 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 Cedar Park road projects.
12. The City agrees to hold harmless, defend, and indemnify County, 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, attorneys fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Cedar Park Road Projects.. In no event shall either party be liable to the other for special or consequential damages, statutory or otherwise.

## **II.**

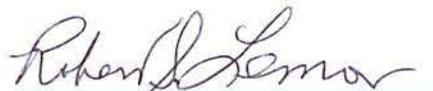
### **Miscellaneous**

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.

  
Dan A. Gattis  
County Judge  
Williamson County, Texas

ATTEST:

  
Nancy Rister, County Clerk

  
Robert S. Lemon Mayor  
City of Cedar Park, Texas

ATTEST:

  
LeAnn Quinn, City Secretary

APPROVED AS TO FORM  
AND CONTENT:

  
Charles W. Rowland, City Attorney



**EXHIBIT "B"**

Brushy Creek Project

County Share	-	\$3,578,859
City Share	-	<u>\$2,699,841</u>
		\$6,278,700

RM 1431 Project

County Share	-	\$4,706,946
City Share	-	<u>\$3,550,854</u>
		\$8,257,800

CR 185 Projects

County Share	-	\$4,118,079
City Share	-	<u>\$3,106,621</u>
		\$7,224,700