

**INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY
AND TRAVIS COUNTY FOR WORK RELATED TO
THE NORTHRIDGE WATER SUPPLY CORPORATION PROJECT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement"), is entered into by and between Williamson County ("Williamson County") and Travis County ("Travis County"), both of which are political subdivisions of the State of Texas.

WHEREAS, Williamson County and Travis County (collectively referred to as "Parties") are both recipients of Community Development Block Grant (CDBG) funds; and

WHEREAS, the Parties are participating in agreements for the development of the Northridge Water Supply Corporation Project ("Project"), including that certain Six Party Agreement ("Six Party Agreement"), which is intended to facilitate funding improvements to the Northridge Water Supply Corporation's water system through the Texas Water Development Board's Small Community Hardship Program in order to remedy identified deficiencies in the said water system; and

WHEREAS, the Six Party Agreement contemplates a cooperative effort by the six parties thereto in coordinating the Northridge Water Supply Corporation Project ("Project"), which consists of the design and construction of a new distribution system to convey potable water from a connection with the City of Austin's water system to the existing customers of the Northridge Water Supply Corporation, including, but not limited to: distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; and demolition and removal of existing Corporation water storage and pumping facilities; and

WHEREAS, Williamson County and Travis County desire to enter into an agreement whereby Williamson County will contribute Williamson County general revenue funds to finance a portion of the work involved in the complete Project; and

WHEREAS, Williamson County and Travis County have the authority to enter into an Interlocal Cooperation Agreement through Texas Constitution, Article 3, Sec. 64, and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PURPOSE:**

A. **BASIC SCOPE OF THE AGREEMENT**

- 1) Williamson County shall tender a total amount not to exceed Forty Thousand Dollars (\$40,000.00) ("Agreement Funds") to Travis County subject to the terms of this Agreement. Payments will be made based on monthly invoices submitted by Travis County to Williamson County pursuant to this Agreement and will be paid within thirty (30) days of receipt by Williamson County of a complete and correct invoice from Travis County. Such invoices shall include a list of the service connections provided under this Agreement by property address.

- 2) Travis County shall manage and administer the construction of the Project, including the services provided under this Agreement; manage all funds related to the Project, including the Agreement Funds provided under this Agreement; and track, document and pay expenditures pursuant to this Agreement.
 - 3) Travis County shall provide a grant/construction manager for the Project, including the services provided under this Agreement, who shall be responsible for the management of the administration of Project funding and Agreement Funds and manage the Project and Agreement Services construction activity.
 - 4) Travis County shall expend and apply the Agreement Funds provided under this Agreement on costs related to the installation of private service connections (residential and commercial) on properties located in the Williamson County portion of the Northridge Acres subdivision ("Agreement Services"). Such service connections shall include all private service connections needed to connect all private residential and commercial entities located in the area serviced by the Project.
- B. Upon request by Travis County, Williamson County will provide technical assistance to Travis County concerning compliance with the terms of this Agreement. Travis County shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and may be monitored by Williamson County.
- C. The Agreement Services shall be completed according to all applicable agreements and in compliance with all applicable federal, state and local statutes, laws, rules, regulations and codes. Upon completion, the Agreement Services shall be operated in compliance with all applicable federal, state and local laws to the extent that Williamson County and Travis County are responsible for such operation. Travis County agrees the Agreement Funds shall be expended solely for the purposes set forth herein.

2. **TERM OF AGREEMENT:**

Except as otherwise set forth herein, this Agreement shall commence upon the date of the last party's execution hereof and shall terminate when the installation of service connections is completed.

3. **PROJECT INDICATORS:**

Travis County and Williamson County will work in cooperation to obtain mutually agreeable indicators relating to the Agreement Services and expenditure of Agreement Funds. Such indicators could include but not be limited to the number businesses or units connected and the locations of such connections.

4. **AMOUNT OF FUNDS:**

Williamson County shall pay and Travis County agrees to accept an amount not to exceed Forty Thousand Dollars (\$40,000.00) from Williamson County general revenue funds for performance under this Agreement. The Parties agree that this Agreement includes only Williamson County general revenue funds, and does not include any CDBG funds or funds from any other grant source; and, the Parties acknowledge that the work performed under this Agreement is related to a CDBG-funded project.

5. **TERMS AND CONDITIONS:**

- A. Travis County agrees to comply with all applicable federal, state, and local laws and regulations governing the Funds provided under this Agreement and governing the Agreement Services.
- B. Williamson County shall have no liability for the maintenance, operation or program funding provided by Travis County.
- C. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Travis County shall at all times remain independent with respect to the services to be performed under this Agreement. The relationship of the Parties shall be an independent contractor relationship. The Parties expressly acknowledge and agree that Travis County and Williamson County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity.

6. **PERFORMANCE AND REPORTING:**

- A. Notice. The Parties shall direct all notices, documentation, reports, and other communications related to or required by this Agreement to:

Williamson County:

Travis County:

Travis County Transportation and Natural Resources
Joe Gieselman, Executive Manager
P. O. Box 1748
Austin, Texas 78767

Notice by both Parties shall be given by ordinary mail.

- B. Records. Travis County shall create and maintain such reports and records as are necessary to support the performance of the Agreement Services.

- C. Procurement. All procurement done by Travis County under this Agreement will be done in accordance with applicable laws.
- D. Amendments. Williamson County or Travis County may amend this Agreement at any time provided that such amendments are executed in writing and signed by duly authorized representatives of both Parties.

7. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Travis County fails to fulfill its obligations under this Agreement in a timely and proper manner according to the terms of this Agreement, or if Travis County violates any of the terms, agreements or stipulations of this Agreement, Williamson County shall thereupon have the right to proceed to seek termination of this Agreement by giving written notice to Travis County specifying the default or defaults and recommended action for cure, and stating that this Agreement may be terminated within 30 days (or a time period agreed to by the Parties as reasonable to complete the cure, hereby referred to as the "cure period") after the giving of such notice unless such default or defaults are remedied within such cure period. Williamson County shall be obligated to make no payment for work completed after receipt of the notice and during the cure period unless the defaults are remedied within that cure period. If the cure is not successfully completed within the cure period, this Agreement may be terminated. In the event of such termination, Travis County shall promptly repay to Williamson County the amounts that have not been disbursed by Travis County, and amounts not related to expenses actually incurred prior to such notice and subsequent termination, and any amounts determined to have been paid for non-allowable expenses.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual written agreement of the Parties hereto, in which case Williamson County and Travis County shall agree upon the termination conditions, including the effective date, the disposition of Agreement amounts, and in the case of partial termination, the portion to be terminated. However, in the case of partial termination, Travis County shall promptly repay to Williamson County that portion of the Agreement Funds which have not been applied, expended or actually incurred for Agreement Services provided by Travis County as agreed to in the agreement entered into under this Section 8.

9. **CONFLICT OF INTEREST:**

- A. No member of the governing bodies of either Party, and no officer, employee, official or agent of either Party, or other local public official of either Party who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- B. Travis County covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Travis

County further covenants that, in the performance of this Agreement, no person having such an interest shall be employed by Travis County.

10. **ASSIGNABILITY:**

Travis County shall not assign or transfer any interest in this Agreement without the prior written approval of Williamson County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

11. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

12. **DISCLAIMER OF RELATIONSHIP - LIMITATIONS OF COUNTY LIABILITY:**

- A. Williamson County shall not be liable to Travis County, or to any party, for completion of or failure to complete any improvements which are parts of the Agreement Services. Nothing contained in this Agreement, nor any act or omission of Williamson County or Travis County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Travis County's involvement with Williamson County. The Parties hereto acknowledge and agree that under the Constitution and the laws of the State of Texas, neither Party can enter into an agreement whereby it agrees to indemnify or hold harmless any other party.
- B. Immunity. It is expressly understood and agreed by the Parties that, neither the execution of this Agreement, nor any conduct of any representative of either Party relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2008.

Williamson County, Texas

By: _____

Dan A. Gattis, County Judge

Date: _____

ATTEST: _____
Nancy E. Rister
County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of _____, 2007, before me, _____, a Notary Public in and for said State, personally appeared Dan A. Gattis and Nancy E. Rister, to me personally known, who being by me duly sworn, did say that they are the County Judge and County Clerk, respectively, of said County executing the within and foregoing instrument; that the seal affixed hereto is the seal of said County, and that the said Dan A. Gattis and Nancy E. Rister acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Notary Public in and for Williamson County, Texas

Approved as to Form:

By: _____
Hal C. Hawes,
Assistant Williamson County Attorney

By: _____
Jim Gilger,
Williamson County Contract
Management Auditor

Travis County, Texas

By: _____
Samuel T. Biscoe
County Judge
Date: _____