

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK
FOR FUNDING FOR BRUSHY CREEK REGIONAL TRAIL GAP PROJECT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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CITY OF ROUND ROCK

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KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the "County") and the CITY OF ROUND ROCK, TEXAS, a home-rule municipality and political subdivision of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the County and the City identify that the highest priority citizen-desired activity reflected in their Parks, Recreation, and Open Space Master Plans is hiking and walking on trails; and

WHEREAS, on or about January 13, 2000, six political jurisdictions agreed to cooperatively participate in the creation of a regional Brushy Creek Trail system, such political jurisdictions being Williamson County, the City of Round Rock, the City of Austin, the City of Cedar Park, the Brushy Creek Municipal Utility District, and the Fern Bluff Municipal Utility District; and

WHEREAS, in the ensuing years many physical portions of the Brushy Creek Trail system have been constructed, but such built portions still need to be connected via construction that bridges existing gaps; and

WHEREAS, the City of Round Rock is currently undertaking completion of a portion of the Brushy Creek Trail system within its municipal boundaries from approximately 2,500 feet east of Arterial A to A.W. Grimes Boulevard and from approximately 3,000 feet west of A.W. Grimes Boulevard to the east boundary of Lake Creek Park; and

WHEREAS, the City's current undertaking, identified as the "Brushy Creek Regional Trail Gap Project" and also known as the "East Round Rock Trail Gap Project" (hereinafter referred to as the "Project"), has been submitted to the County and to the Capital Area Metropolitan Planning Organization Transportation Policy Board for approval and receipt of funding and grant funds; and

WHEREAS, the County desires to fund a portion of the Project with money obtained through the issuance for park bonds entitled "Williamson County, Texas, Limited Tax bonds, Series 2007A" in order to facilitate the development of such Project within its boundaries, contingent upon the City receiving grant approval from Capital Area Metropolitan Planning Organization; and

WHEREAS, on or about October 23, 2007, the Williamson County Commissioners Court unanimously approved a motion to so fund a portion of the Project, contingent upon the City receiving grant approval from Capital Area Metropolitan Planning Organization; and

WHEREAS, on or about May 13, 2008, the City received approval from the Capital Area Metropolitan Planning Organization for allocation of Surface Transportation Program Metropolitan Mobility (hereinafter referred to as "STP MM") funds for the Project, thereby satisfying the contingency; and

WHEREAS, for adequate mutual consideration which the parties hereby acknowledge as sufficient, the parties desire to set forth in writing the agreed terms and conditions for the use of funds related to the Project;

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

1. **Project Funding.** The County hereby agrees to fund a portion of the Project in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) in accordance with the terms and conditions of this Agreement. The City agrees to use such funding for design and engineering services, environmental assessment, right-of-way acquisition, and construction, all as directly relate to the Project.

The City acknowledges and agrees that the County's funding of the Project is in conjunction with and contingent upon the City receiving approval of grant funds for the Project from CAMPO STP MM funds. In the event that such grant funding is not provided for the Project, then and in that event the County's obligation to provide funding for the Project shall cease and this Agreement shall thereafter be of no further force or effect.

2. **City's Duties and Responsibilities.** The parties agree that the City shall:

- (a) Utilize a statutorily-allowable delivery method for construction of the Project;
- (b) In the development and construction of the Project, comply with all federal and state laws and regulations;
- (c) Post a sign at the construction site during construction of the Project identifying the County as one of the funding sources;
- (d) Provide the County with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement or the Project;
- (e) Provide the County with a monthly report of the progress of the Project, including any documentation necessary to conduct a Project audit, i.e. construction contracts, supply invoices, time sheets, and the like;

- (f) Inform the County in a timely manner of any substantial delays or alterations in the scope of work of the Project;
- (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 unforeseen delays;
- (h) Upon completion or substantial completion of the Project, provide detailed reports to support Project costs;
- (i) Provide the County with photographic record(s) of the completed Project;
- (j) In the event the City determines, in its sole discretion, that fees and costs are of such an amount that completion of the Project is no longer monetarily feasible, the City shall have the right to terminate this Agreement and decline funding from the County; provided, however, if the County has already extended funding to the City as of the date on which the City terminates this Agreement, then and in that event the City shall immediately reimburse and return all such funding to the County; and
- (k) In the event the City constructs an informational sign or dedication sign following completion of the Project, the City shall identify the County as one of the funding sources.

3. **Payment of Funds.** The County shall tender all funds to the City within thirty (30) days of execution hereof by the Williamson County Commissioners Court.

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

- (a) **Interlocal Cooperation.** The County and the City agree to cooperate with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- (b) **Payment from Current Revenues.** Pursuant to Chapter 791, Texas Government Code, each party paying for governmental services hereunder does hereby provide for payment of same from current revenues or other funds of said party lawfully available for such purpose.
- (c) **Entire Agreement.** This 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(s) for each party.
- (e) **Interpretation and Authority.** The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law including the authority conferred in V.T.C.A. Government Code, Chapter 791 ("Interlocal Cooperation Contracts"). Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the City.
- (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 its rights and obligations under this Agreement.
- (h) **Other Necessary Actions and Instruments.** The parties agree that each 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 Agreement.
- (i) **No Third Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- (j) **No Joint Venture, Partnership, or 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, Texas.
- (l) **Duplicate Originals.** This Agreement may be executed 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 City, and due execution hereof by their respective authorized representative(s).

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

WILLIAMSON COUNTY, TEXAS

By: _____

Dan A. Gattis, Williamson County Judge

Date Signed: 9-25-08

FOR COUNTY, ATTEST:

By: _____

Nancy E. Rister, County Clerk

Date Signed: 9-30-08

CITY OF ROUND ROCK, TEXAS

By: _____

Alan McGraw, Mayor

Date Signed: September 11, 2008

FOR CITY, ATTEST:

By: _____

Sara L. White, City Secretary

Date Signed: September 11, 2008

FOR CITY, APPROVED AS TO FORM:

By: _____

Stephan L. Sheets, City Attorney

Date Signed: September 11, 2008

