

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITY OF JARRELL
FOR FUNDING FOR JARRELL PARK PROJECTS**

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

CITY OF JARRELL

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 JARRELL, TEXAS, a Type A General Municipality of the State of Texas (hereinafter referred to as the "City").

WHEREAS, the City and its citizens desires to have a park system and is presently pursuing the development of Jarrell Memorial Park located on County Road 305 (the "Project").

WHEREAS, the County desires to fund small community park projects 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 projects within its boundaries; and

WHEREAS, the City is developing a master park plan and will apply for grant funding from Texas Parks and Wildlife Department for the Project, 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 park projects;

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

1. **Project Funding.** Subject to and in accordance with the terms and conditions of this Agreement, the County hereby agrees to provide City with funding in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for the Project. The City agrees to use such funding solely for expenses and costs directly related to the Project.
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 quarterly 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 any 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 any park projects, provide detailed reports to support project costs;
- (i) Provide the County with photographic record(s) of any completed projects;
- (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;
- (k) In the event that any of County's funding is not exhausted upon final completion of the Project, the City shall return the unused funds to County;
- (l) 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; and
- (m) City shall take all steps necessary to apply for grant funding from the Texas Parks and Wildlife Department for the Project. Such grant funding shall be applied to the costs and expenses of the Project that are over and above the Project funding provided by the City, County and any other funding sources available to the City.

3. Payment of Funds.

- (a) Phase I Funding: Following the complete execution of this Agreement, County shall tender approximately \$10,000.00 to the City upon receipt of an invoice from City for Project master planning and grant writing services (the "Phase I Funding").
- (b) Phase II Funding: Upon the outcome of the City's grant application process with the Texas Parks and Wildlife Department and following County's payment of the Phase I Funding, the county shall tender the remaining funds to the City for the costs and expenses directly associated with the construction of the Project (the "Phase II Funding"). The Phase II Funding shall be tendered in the form of partial payments upon presentation of an invoice for applicable labor and construction materials, supplies and services purchased by the City from the Project construction contractor. County shall tender said partial payments within 30 days of its receipt of City's invoices.
- (c) In no event shall the County be obligated to provide City with any funding in excess of the \$200,000.00 described herein.

4. Term And Termination.

- (a) Term. This Agreement shall be effective from and after the date of the last party to sign ("Effective Date"), shall automatically renew for successive one year periods until the Project is completed, unless previously terminated pursuant to the provision below.
- (b) Termination for Default. If either party defaults in the performance of any of the terms or conditions of this Agreement, the non-defaulting party shall deliver written notice of such default to the defaulting party. Such notice must specify the nature of the default and inform the defaulting party that unless the default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting party begins a good faith attempt to cure the default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting party, so long as the defaulting party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the default. If, in the opinion of the non-defaulting party, the defaulting party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the default, the defaulting party shall be deemed to be in default and the non-defaulting party may, in addition to seeking any other remedies available at law or in equity, terminate this Agreement.

5. **General Provisions.** The following general provisions shall apply to this Agreement:
- (a) **Interlocal Cooperation.** The County and the City agrees 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) **County's Right to Audit.** City agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.
 - (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 obligation 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.
- (n) **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).
- (o) **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.

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: 11-20-09

FOR COUNTY, ATTEST:

By: _____

Nancy E. Rister, County Clerk

Date Signed: 11-20-09

CITY OF JARRELL, TEXAS

By: Troy Clauson

Date Signed: 10.29.09

FOR CITY, ATTEST:

By: DiAnne Peace

Date Signed: 10.29.09



