

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK
FOR COST SHARING RELATED TO RM 620 IMPROVEMENTS PROJECT**

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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§
§

KNOW ALL BY THESE PRESENTS:

This Interlocal Agreement (the "Agreement") is made and entered into by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), both of which are local governments and political subdivisions of the State of Texas, and both of which may be referred to in this Agreement as a Party or the Parties.

WITNESSETH:

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, Chapter 791, Section 791.011(a) and Section 791.011(c)(2) provides that any one or more local governments may contract with each other for the performance of governmental functions and services that each party to the contract is authorized to perform individually; and

WHEREAS, the City and the County now desire to cooperate in cost sharing for the funding of improvements to RM 620, now known as Round Rock Avenue, from Deepwood Drive to the IH-35 South Frontage Road (the "Project"); and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, and construction testing, is estimated to be \$21,000,000; and

WHEREAS, the County has committed to provide funding towards the Project in the amount of \$4,000,000;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

**SECTION 1
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth:

1. City – "City" shall mean the City of Round Rock, Texas. Any reference in this Agreement to "City" shall include the respective officers, agents, employees and departments of the City of Round Rock.
2. Construction – "Construction" shall mean the provision of all materials, equipment, labor, surveying, testing, and inspection necessary to construct the Project according to the plans and specifications approved by the City. Construction will be deemed to have begun if a bid has been awarded by the City to a contractor for the Project.

R-12-11-08-H10

3. County – “County” shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.
4. Design – “Design” shall mean engineering services, surveying services, geotechnical services, environmental services, and any other professional or technical services required to produce bidding documents, plans, and specifications for the Project.
5. Project - “Project” shall mean the design and construction of a grade-separated crossing of the RM 620/Union Pacific railroad, a grade-separated crossing of the RM/620/ Lake Creek Drive intersection and associated access and safety improvements. The limits of the Project are from Deepwood Drive to the IH-35 SB frontage Road. The Project may be constructed in phases, the first phase being from Briarwood Street to IH-35 (“Phase I”), and the second phase extending westward to Deepwood Drive (“Phase II”).
6. Right-of-Way – “Right-of-Way” acquisition shall mean all engineering services, surveying services, appraisal services, legal services, title company services, and any other services required to acquire in fee simple the parcels of land necessary to construct the Project.

SECTION 2

PURPOSE

The general purpose of this Agreement is for the County and the City to participate and cooperate in cost sharing for funding improvements to RM 620, now known as Round Rock Avenue, from Deepwood Drive to the IH-35 South Frontage Road, as described and delineated on Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

SECTION 3

EFFECTIVE DATE; TERM OF AGREEMENT

This Agreement shall be deemed to be effective on the date of the last party’s execution. The term of this Agreement shall be for five (5) years from date of final execution. In the event that the City has not awarded a construction contract for Phase I of the Project within five (5) years from date of final execution of this Agreement, then this Agreement shall be declared terminated and the City shall have the obligation to return to the County all funds tendered to it under this Agreement. The Parties expressly acknowledge that, as of the date of signing this Agreement, City has contracted with Halff & Associates to serve as the Environmental Consultant on the Project.

SECTION 4

TERMS AND CONDITIONS

County Obligations. The County commits to funding FOUR MILLION DOLLARS (\$4,000,000) for the Project. Within thirty (30) calendar days of the receipt of an environmental approval from TxDOT, the County shall deposit \$1,000,000 into a fund to be established and administered by the City for the Project. Within thirty (30) calendar days after completion of 100% construction plans for Phase I, the County shall deposit an additional \$1,000,000 into said

fund. Within thirty (30) calendar days after the award of a construction contract for Phase I, the County shall deposit the final \$2,000,000 into said fund. Such monies may be used at the City's discretion to fund the design, right-of-way acquisition and/or construction of any portion of the Project.

The Parties expressly acknowledge that the Project is not a joint venture between the City and the County. The Parties further expressly acknowledge that it shall be the City's sole responsibility, and not the liability of the County, to pay out all funds for Design, Right-of-Way acquisition, and Construction costs and expenses related to the Project.

City Obligations. The City agrees to serve as Project Manager on its own behalf and on behalf of the County for its contribution, and the City agrees to administer all aspects of Design and Right-Of-Way acquisition for the Project, including but not limited to consultant selection (with approval by City staff), preparation of construction plans, competitive bidding, construction and inspection of the Project.

All professional services for the Project, including but not limited to the Engineering Consultant, shall be procured in accordance with all applicable state laws.

The City agrees that the County or its duly authorized representatives shall have the right, and related access, to examine and photocopy any and all books, documents, papers and records of the City which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the 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. The County shall give the City reasonable advance notice of intended audits.

SECTION 5

MISCELLANEOUS PROVISIONS

Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas, and all obligations of the Parties shall be performable in Williamson County, Texas, and exclusive jurisdiction and venue for any action arising hereunder shall lie in Williamson County, Texas.

Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

Partial Invalidity. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or of the United States, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected. The remainder of the Agreement shall remain in full force and effect.

Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

Cooperation. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

Representations. Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

Exhibits. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

Entire Agreement. This Agreement, including any attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter, 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.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

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WILLIAMSON COUNTY

By: _____

Honorable Dan A. Gattis, County Judge

Date: _____

11-27-2012

FOR COUNTY, ATTEST:

By: _____

Nancy E. Rister
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____

Alan McGraw, Mayor

Date: _____

11/8/12

FOR CITY, ATTEST:

By: _____

~~Sara L. White, City Clerk~~
Meagan Spinks, Asst. City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____

Stephan L. Sheets
Stephan L. Sheets, City Attorney

RM 620 SAFETY IMPROVEMENTS FROM DEEPWOOD DR. TO IH 35



LEGEND

[Yellow line]	AT GRADE SECTION
[Green line]	RETAINING WALL SECTION
[Blue line]	BRIDGE SECTION
[Red line]	RETAINING WALL
[Orange line]	EXISTING ROW
[Green line]	PROPOSED ROW



PROJECT NUMBER: 060-000000-01
DATE: 5/8/2012

