

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK
REGARDING THE OAK BLUFF ESTATES DRAINAGE PROJECT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the "Amended Agreement") is entered into as of this 5th day of DECEMBER, 2019, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, on the 25th day of October, 2018, the City and the County entered into an Interlocal Agreement (the "Agreement") regarding the construction of drainage improvements to the Greenfield/Oak Bluff Estates subdivisions; and

WHEREAS, since the approval of the agreement, changed circumstances require the Agreement to be amended; and

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions 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, as stated in the Agreement, the City and County continue to desire to commence to fund construction services and easement acquisition necessary to construct improvements (the "Improvements", as defined herein) to the storm water system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, generally located as shown on **Exhibit "A"**, attached hereto;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Design and Construction Drawings

Engineering plans (the "Design and Construction Drawings") have been prepared for the Improvements and designed for the purpose of reducing the frequency of flooding within Oak Bluff Estates and/or Greenfield Subdivisions.

The Improvements will include an underground pipe, along with associated appurtenances and incidental items, (the "Supplemental Pipe A"), beginning immediately south of County

Road 123 and extending to near the southeast corner of Greenfield Subdivision; proposed to supplement the City's underground pipe currently existing along the west boundary of Oak Bluff Estates Subdivision, as generally shown on Exhibit A.

The Improvements will also include other underground pipe(s), drainage channels, and/or culvert improvements, along with associated appurtenances and/or incidental items, (the "Additional Facilities") beginning north of, at, and/or near County Road 123, and extending to the south up to, along, within, and/or past the boundaries of Greenfield Subdivision. The extent and alignments of the Additional Facilities are generally depicted on Exhibit A.

The total estimated cost of the Improvements, including easement acquisition and utility relocation, if necessary, is \$1,800,000 (the "Estimate"). The County's share in the cost of the Improvements shall be \$810,000.

2. Construction Services

Construction of the Improvements shown in the Design and Construction Drawings is proposed to be accomplished through services (the "Construction Services") procured through Competitive Bidding in accordance with the Texas Local Government Code.

3. Obligation of the City

- a) The City will be responsible for any revisions to the Design and Construction Drawings through its consultant.
- b) The City will be responsible for determining easement requirements and providing associated surveying services.
- c) The City will be responsible for the acquisition of all needed easements for the Improvements, including exercising its eminent domain powers, if necessary.
- d) The City has advertised for bids for the Construction Services; the bids include the Supplemental Pipe A, and the Additional Facilities.
- e) The City, in its sole discretion, will award a contract for the Construction Services (the "Contract"), the City will be responsible for administration of the Contract and inspection of the Construction Services.
- f) The City, in its sole discretion, may remove from the Contract the "Proposed New City Storm Drain" between Evergreen Drive and Woodland Lane as depicted on Exhibit A and construct alternative improvements.
- g) The City will assume maintenance responsibility for the Supplemental Pipe A, and any of the Additional Facilities constructed as part of the Contract that are within the City's corporate limits.

4. Obligation of the County

- a) Within 30 days following award of the Contract by the City Council of the City for the Construction Services, the County will remit to the City the sum of \$810,000.
- b) The County will assume maintenance responsibility for any of the Additional Facilities constructed as part of the Contract that are not within the City's corporate limits.
- c) The County authorizes the City and its authorized contractors to enter and perform maintenance work and the Construction Services within easements and rights-of-way dedicated to the County in the vicinity of the System.

B.

MISCELLANEOUS PROVISIONS

- 1. **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.
- 2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
- 3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
- 4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
- 5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
- 6. **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.
- 7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
- 8. **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.
- 9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **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.
11. **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.
12. **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.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the City does not, pursuant to section A(3) above, award the Contract within 12 months after this Amended Agreement is executed by both Parties.

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

WILLIAMSON COUNTY

By: Bill Gravell
Honorable William Gravell, Jr., County Judge

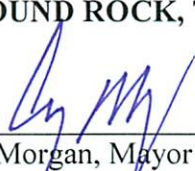
Date: December 17, 2019

Attest:

Nancy E. Rister
Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By:


Craig Morgan, Mayor

Date:

12.5.19

Attest:



Sarah White, City Clerk

Exhibit A to accompany the First Amended Interlocal Agreement between Williamson County and the City of Round Rock regarding the Oak Bluff Estates Drainage Project (2019)

Note:

*Improvements are generally shown; specifics and alignments are subject to change during development of final design. Except for "Supplemental Pipe A", all proposed improvements shown are "Additional Facilities" as per Interlocal Agreement.

