

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF CEDAR PARK, TEXAS AND
WILLIAMSON COUNTY, TEXAS IN THE CONSTRUCTION COSTS RELATED TO
THE WHITESTONE BOULEVARD PROJECT**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Cedar Park, Texas (“City”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, City and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies 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;

WHEREAS, the City is and has been in the process of designing improvements to RM 1431 from Anderson Mill Road to Bagdad Road, as shown in Exhibit “A” attached hereto (“City Project”);

WHEREAS, the County desires to cooperate with the City to facilitate the construction of the City Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County’s participation in the construction of the City Project.

**II.
DESIGN AND CONSTRUCTION OF CITY PROJECT**

2.01 Design of City Project. The City shall be responsible for coordinating with the design firm (“Design Firm”) regarding the engineering and design for the City Project. The City shall ensure that the design includes the following:

Widening existing Whitestone Boulevard from four lanes to six lanes between Anderson Mill Road and Bagdad Road.

2.02 Design and Construction Costs. The City shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisitions, utility relocation, construction bidding, project management, and all other costs related to the City Project (“Project

Cost”). The estimated Project Cost is \$17,567,000. The parties acknowledge and agree that the City and County contributions pursuant to this Agreement represent the estimated local funding match for a future federal funding request. In the event federal funds are not awarded for the City Project, the City is not obligated to complete the City Project.

2.03 Construction Plans. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall have the right to review and approve all construction documents prior to finalization by the engineer.

2.04 Permits. The City shall be responsible for obtaining permits, if any, required for the construction of the City Project.

2.05 Operation and Maintenance After Acceptance. The Project involves improvements to a Texas Department of Transportation (“TxDOT”) roadway. TxDOT shall be responsible for the operation and maintenance of the City Project improvements within the City’s territorial limits.

III. COUNTY OBLIGATIONS

3.01 Permission to Construct. County agrees to allow the City to construct the City Project on and within County-owned right-of-way if applicable.

3.02 County Payment. The County shall reimburse the City for the City Project in an amount not to exceed ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00) for the construction, including utility relocation costs (together “County Participation Amount”). The County Participation Amount is in addition to the County’s Project Costs share of \$4,080,000.00 in accordance with the Interlocal Agreement executed by the parties effective December 20, 2020 (the “2020 ILA”). The City will submit reimbursement requests up to the County Participation Amount using the following payment schedule: 50% upon awarding the construction contract, 25% when construction is 50% complete, as determined by the value of the work completed to date against the total construction contract amount, and 25% upon substantial completion, as defined by the construction contract.

3.03 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County fiscal year in which the payment becomes due. The said rate in effect on

September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.04 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 workspace in order to conduct audits in compliance with the provisions of this section. County shall give City reasonable advance notice of intended audits.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and

for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the City Project shown in Exhibit A. This Agreement does not supersede the 2020 Interlocal Agreement.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CEDAR PARK:

450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
Attn: Randall Lueders
Randall.Lueders@cedarparktexas.gov.

With copy to:
City Attorney
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613
JP.LeCompte@cedarparktexas.gov

COUNTY:

710 S. Main Street,
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The City Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF CEDAR PARK, TEXAS

Brenda Eivens
Brenda Eivens, City Manager
City of Cedar Park, Texas

Date: 11-15, 2024

ATTEST:

LeAnn M. Quinn
LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte
J.P. LeCompte, City Attorney

WILLIAMSON COUNTY, TEXAS

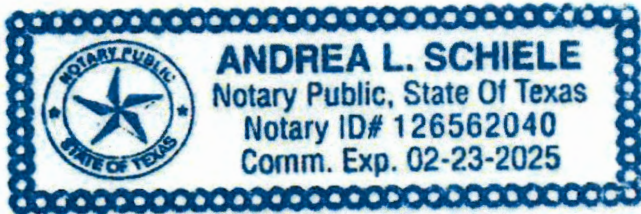
By: Valerie Covey
Valerie Covey, County Commissioner

ATTEST:

By: Nancy E. Rister
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
Nov 29, 2024, by Valerie Covey, Williamson County Commissioner, on behalf of
said County.



Andrea L. Schiele
Notary Public, State of Texas

EXHIBIT A

CITY OF CEDAR PARK RM 1431/WHITESTONE BLVD WIDENING

