

INTERLOCAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON AND

COUNTY OF TRAVIS

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KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of Pflugerville, a Texas home rule municipal corporation (“Pflugerville”) acting by and through its duly authorized City Manager, and the City of Round Rock, a Texas home rule municipal corporation (“Round Rock”) acting by and through its duly authorized Mayor.

RECITALS:

WHEREAS, SH 45 runs both eastbound and westbound within portions of the city limits of Pflugerville and Round Rock; and

WHEREAS, there are currently no frontage roads for SH 45 in both the eastbound and westbound directions between Heatherwilde Blvd. and Donnell Drive; and

WHEREAS, Pflugerville and Round Rock shared costs of a traffic study to project future traffic volumes on said missing SH 45 frontage road links, and to determine the economic viability of constructing said missing links; and

WHEREAS, TxDOT has reviewed the traffic study and determined that they are willing to allow the frontage roads be built between Heatherwilde Blvd. and Donnell Drive by others; and

WHEREAS, Pflugerville and Round Rock desire to share the costs associated with the engineering and design of the frontage roads in compliance with TxDOT requirements;

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Pflugerville and Round Rock hereby contract and agree as follows:

**ARTICLE ONE
PURPOSE**

1.01 Both parties agree that the purpose of this Interlocal Agreement is to engineer and design frontage roads along SH 45 between Heatherwilde Blvd. and Donnell Drive and that such purpose is a contract under Chapter 791.033 to Construct, Maintain, or Operate Facilities on State Highway System.

- 1.02 Both parties agree that this Interlocal Agreement complies with Chapter 791 of the Texas Local Government Code by increasing the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another. Pursuant to Texas Local Government Code, Section 791.013, Round Rock is hereby designated the local government to supervise the performance this agreement;
- 1.03 Pursuant to Texas Local Government Code, Section 791.013, Round Rock is hereby designated the local government to supervise the performance this agreement.

ARTICLE TWO PROJECT TERMS, RIGHTS AND DUTIES

2.01 Round Rock Responsibilities. With regard to the development of the entire project, the Round Rock shall have the responsibility and the right to:

- 1) Select a firm from a list of qualified engineers for the engineering and design of the frontage roads as described in the Recitals and as shown in Exhibit "A", attached hereto and incorporated herein (the "Project");
- 2) Approval of the surveying and engineering design contracts of the roadway improvements;
- 3) Design reviews of the Project by the Consultant; and
- 4) Serve as the primary liaison with TxDOT and TTA.

2.02 Pflugerville Responsibilities. With regard to the development of the entire Project, Pflugerville shall have the responsibility and the right to:

- 1) Approve surveying and engineering design contracts for the roadway improvements;
- 2) Review of all financial accounting documents prior to release of funds;
- 3) Review and approve design submittals of the Project by the Consultant.

2.03. Payments.

- 1) Round Rock agrees to pay the Consultant for the services provided pursuant to the terms described in this Agreement ("Engineering Costs"). The current total Engineering Costs estimate is Six hundred Thousand and No/100 Dollars (\$600,000.00).
- 2) Round Rock agrees to be responsible for making payment to TxDOT for administrative costs required by the State of Texas, if any ("Administrative Costs").
- 3) Pflugerville agrees to be responsible for fifty percent (50%) of the Engineering Costs, not to exceed \$300,000.00.
- 4) Pflugerville agrees to be responsible for fifty percent (50%) of the Administrative Costs.
- 5) Payment by Pflugerville to Round Rock for its share of the Engineering Costs and Administrative Costs shall be as follows:
 - a. Not later than ten (10) days after the date of Round Rock's written request to Pflugerville, including proof of payment, sent to Pflugerville at the

address for Notices set forth in Section 2.12 of this Agreement, Pflugerville shall pay to Round Rock fifty percent (50%) of the respective Costs.

6) Any additional payments to Consultant must be agreed to by both cities.

2.04 Deliverables. Round Rock will provide Pflugerville copies of all deliverables produced by Consultant.

ARTICLE THREE GENERAL PROVISIONS

3.01. Term of Agreement. This Agreement shall be for an initial term of one (1) year from the Effective Date. The Agreement will automatically renew and extend in the event all deliverables are not obtained from the Consultant by Round Rock and Pflugerville at the end of the initial term, until such time as all deliverables are received by both parties. Upon the mutual consent of both parties, the Agreement may be otherwise extended.

3.02. Authority. This Agreement is made pursuant to the authority conferred by V.T.C.A. Government Code, Chapter 791, and V.T.C.A. Local Government Code Secs. 402.001 and 402.017.

3.03. Payments From Current Revenues. All payments, if any, required to be made by a governmental entity hereunder shall be payable from current revenues or other funds lawfully available for such purpose.

3.04. Entire Agreement. This Agreement contains the entire Agreement of the parties and supersedes all prior or contemporaneous, understandings and representations, whether oral or written, respecting the subject matter hereof.

3.05. Amendments. Any amendment hereof must be in writing and signed by the authorized representative of each party hereto.

3.06. No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.

3.07. No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third parties not privy to this Agreement shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

3.08. Independent Relationship. Each party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

3.09 Assignment. The rights and obligations of a party arising under this Agreement shall not be assignable.

3.10. Applicable Law. This Agreement shall be construed under and in accordance with Texas law.

3.11. Venue. Venue for any action arising hereunder shall be in Williamson County, Texas.

3.12. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

PFLUGERVILLE:

P.O. Box 589.
Pflugerville, Texas 78691
Attn: Brandon Wade, City Manager
Telephone: (512) 990-6101
Facsimile: (512) 990-4364
Email: brandonw@pflugervilletx.gov

With copy to:

George Hyde
Denton, Navarro, Rocha, Bernal, Hyde &
Zech, P.C
2500 W. Wm. Cannon, Suite 609
Austin, Texas 78754
Telephone: (512) 279-6431
Facsimile: (512) 279-6439_
Email: george.hyde@rampage-aus.com

ROUND ROCK:

221 East Main St.
Round Rock, Texas 78664
Attn:Laurie Hadley , City Manager
Telephone: (512) 218-5410
Facsimile: (512) 218-7097
Email: lhadley@roundrocktexas.gov

With copy to:

Steve Sheets
309 East Main St.
Round Rock, Texas 78664
Telephone: (512) 255-8877
Facsimile: (512) 255-8986
Email: Steve@scrrlaw.com

3.12. Multiple Originals. This Agreement may be executed in multiple originals each of equal dignity.

3.13. Effective Date. This Agreement shall be effective from and after June 9, 2016.

IN WITNESS WHEREOF, the authorized representatives of Pflugerville and Round Rock have executed this Agreement as of the date(s) shown below.

CITY OF ROUND ROCK:

ATTEST:

Sams. White
City Clerk

By: Alan McGraw
Alan McGraw, Mayor

Date: 6.9.16

CITY OF PFLUGERVILLE:

ATTEST:

Karen Thompson
City Secretary

By: Brandon Wade
Brandon Wade, City Manager

Date: 6/14/16