

**Second Amendment to
E. Pflugerville Parkway/Jesse Bohls Roadway Improvements
Interlocal Cooperation Agreement Between
City of Pflugerville and Travis County**

This Second Amendment to the Interlocal Cooperation Agreement (this "Amendment") is made and entered into by and between the City of Pflugerville, a political subdivision of the State of Texas (the "City"), and Travis County, a political subdivision of the State of Texas, (the "County"), hereinafter collectively referred to as the "Parties," upon the premises and for the consideration stated herein.

Recitals

1. In October 2019, the City and the County entered into an Interlocal Cooperation Agreement (the "Original Agreement") in order to allocate the Parties' respective responsibilities regarding the East Pflugerville Parkway/Jesse Bohls Roadway Improvement Project, as that term is defined in the Original Agreement.
2. The Parties amended the Original Agreement in March 2022 to address funding for the Project (as amended, the "Agreement").
3. The City and the County desire to enter into this Amendment to the Agreement to clarify the rights and responsibilities of the Parties with respect to a detention pond for the Project as well as to address funding for the remaining construction for the Project, specifically the construction phase of East Pflugerville Parkway/Jesse Bohls Roadway Improvement in that the remaining engineering design, plans and specifications have been completed.
4. The corridor length of East Pflugerville Parkway is approximately 57.25% within the City of Pflugerville and 42.75% within Travis County's jurisdiction, and the Parties intend to divide the remaining funding obligations based on costs for their respective portions of Project, including adding a 12% contingency to the estimated costs and a management fee equal to 5% of the actual construction costs.
5. The Estimated Construction Costs are included as an exhibit for the East Pflugerville Parkway, a copy of which is attached as Attachment A to this Amendment.
6. Except as set forth in this Amendment, the Parties' responsibilities will remain the same as in the Original Agreement and all other provisions in the Original Agreement, except as amended by the Parties in March 2022 and in this Amendment, will remain in full force and effect.

7. The Parties intend to conform to this Amendment in all respects to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.

AMENDMENTS

In consideration of these recitals and mutual covenants in this Amendment, the Parties agree as follows:

1. Section 2, Project Development, is amended to add a new subsection (j) to read as follows:

(j) Existing City-Owned On-Site Pond for the City's Water Treatment Plant. The Project's run-off will flow to an existing City-owned on-site detention pond that is located on City-owned property for its water treatment plant. The City must, at no cost to the County, ensure that the detention pond can accommodate and detain the flow from the proposed roadway project based on Atlas 14 requirements and reserve the amount of volume necessary for the 100-Year design storm for the County Project.

- (1) The City will cause its consultant to identify the amount of flow released from the pond to the ETJ.
- (2) The County will not be responsible for any costs associated with the detention pond, regardless of whether those costs are associated with constructing, maintaining, operating, or altering the detention pond or otherwise.
- (3) The City must ensure the pond is designed, constructed, and maintained to accommodate for the additional roadway flow from the County Project based on Atlas 14 requirements.
- (4) The City is responsible for and is required by State law to maintain the pond and must notify and obtain the County's approval for any changes to the pond, including any changes to the pond's capacity or its location.
- (5) County staff may inspect the pond to ensure that the pond is being maintained, and such inspections must be done with reasonable advance notice to the City; and County staff must be escorted by City staff due to the secure nature of the facility.
- (6) Once the County Project is constructed and for so long as the County Project remains outside the corporate limits of the City or any other municipality, the City will be responsible for maintaining the detention pond, at no cost to the County, so that the pond can accommodate and detain the roadway flow based on Atlas 14 requirements for the County Project, and the County will have a right, but not an obligation, to inspect the detention pond. The County will provide the City at least five days' written notice before entering the City's property to inspect the detention

pond. If the County identifies any issues during an inspection, the County will provide written notice to the City, and the City must (at no cost to the County) promptly take steps to address and resolve the issues specified in the County's notice. This Subsection (j)(2) will survive the termination of this Agreement.

2. Section 6. Section 6, Financial Obligations, is amended to add the additional section, Section (6)(j) Additional Construction Phase Funding, as follows:

(j) Additional Construction Phase Funding. The County shall provide additional funding for the construction phase of the County Project as set forth in Attachment A. **It is expressly understood that the Parties agree to cover costs for their respective portions of the Project.** The Parties estimate that the County's share of the remaining construction phase cost (the "Remaining Construction Cost") for the County Project will not exceed \$7,233,694.12, as set forth in Attachment A, which includes mobilization costs, a 12% contingency, to cover change orders and related revisions, and a management fee (the "Construction Management Cost"), which will be 5% of the actual construction contract cost for the County Project. Within 30 days after this Agreement is fully executed by the Parties, the County will deposit \$7,233,694.12, which is the County's share of the Remaining Construction Cost, into an escrow account with the City. The County is under no obligation to provide additional funding for the Remaining Construction Cost of the County Project unless the additional funding is approved by the Travis County Commissioners Court. Change orders and escrow agent procedures will remain unchanged as set forth in the Agreement, including but not limited to, Sections 6(d), 6(e), 6(g), 6(h).

3. The Agreement is amended only as set forth herein. In all other respects, the Agreement is hereby ratified, approved, and confirmed.
4. **Multiple Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, each of which shall be considered one and the same agreement. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures in this Agreement.

[Signatures on following page]

EFFECTIVE AS OF THE LATER DATE SET FORTH BELOW

CITY OF PFLUGERVILLE, TEXAS, a political subdivision of the State of Texas

By: _____
Sereniah Breland, City Manager

Date: _____

Attest: _____
Trista Evans, City Secretary

Date: _____

TRAVIS COUNTY, TEXAS, a political subdivision of the State of Texas

By: _____
Andy Brown, County Judge

Date: _____

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