

INTERLOCAL AGREEMENT
BETWEEN BASTROP COUNTY, TEXAS
AND THE CITY OF PFLUGERVILLE, TEXAS

THE STATE OF TEXAS §
 §
CITY OF BASTROP §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, TEX GOV'T CODE ANN., Ch. 791, by and among **BASTROP COUNTY**, a local political subdivision of the State of Texas, and **CITY OF PFLUGERVILLE** ("City"), a home-rule municipal corporation of the State of Texas.

WITNESSETH:

WHEREAS, Bastrop County, successfully applied for a Texas Water Development Board ("TWDB") Flood Protection Planning Grant, in part, to develop a basin-wide flood protection study for Wilbarger Creek to gain a better understanding of the creek and its tributaries' drain areas within Travis and Bastrop Counties ("Project"); and

WHEREAS, it is mutually beneficial to Bastrop County, the City of Pflugerville, and Travis County, a local political subdivision of the State of Texas, to participate in the Project and the parties are willing to commit to participating in the Project, as set out herein, provided the grant is finalized and approved; and

WHEREAS, Bastrop County and the City desire to proceed with the Project, subject to the terms and conditions set forth herein; and

WHEREAS, Travis County will also enter into their own Interlocal Agreement with Bastrop County; and

WHEREAS, the parties understand that entering into this Agreement in no way obligates either party to implement any improvements identified by the Project or recommendations for flood plain management regulations made therein and that whether a party subsequently supports improvements identified by the Project or regulation recommendation made therein and budgets it for implementation depends upon, among other things, the outcome and conclusions of the Project, whether any improvement identified or regulation recommendation is within the legal authority of the party, and the particular budget priorities and limitations of the parties.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, the parties agree as follows:

Section 1. MANAGEMENT COMMITTEE; ADMINISTRATION OF PROJECT.

- A. Bastrop County, Travis County and the City of Pflugerville understand that they each shall designate, within thirty (30) days after the execution of this Agreement, one representative who shall, collectively, comprise the "Project Management Committee," which committee will work with Bastrop County to provide oversight for the preparation of the Project parameters, and approve the Project scope and work products. Recommendations of the Committee shall be implemented by Bastrop County through its contract with consultant(s), to the extent that funding for the Project is available.
- B. Bastrop County shall serve as the lead sponsor for the purpose of this Agreement in which capacity it shall perform all administrative duties associated with the Project including, but not limited to, entering into contract(s) with consultant(s) and contract administration necessary for the Project. The Sponsor shall thereafter provide a copy of the Notice to Proceed to the parties.

Section 2. FISCAL PROVISIONS. Bastrop County has been awarded a grant from the Texas Water Development Board that will pay one-half of the local cost of the Project, or 50% of the total cost. The Project is projected to cost \$651,622 with estimated maximum contribution amounts as follows:

	<u>Wilbarger Creek Project</u>
TWDB	\$325,811.00
Bastrop County	\$ 77,698.50
Travis County	\$140,724.00
<u>City of Pflugerville</u>	<u>\$107,388.50</u>
TOTAL	\$651,622.00

The City shall pay for this Project from current revenues available. Bastrop County shall notify the City when their cash contribution is required.

Section 3. TERM OF AGREEMENT. This Agreement shall become effective when executed by all parties hereto and shall remain in effect until completed, unless earlier terminated as provided herein.

Section 4. NOTICES. All notices or communications provided herein shall be delivered by certified mail, return receipt requested to Bastrop County and the City at their respective addresses.



Engineering & CIP Department
Carolyn Dill, P.E., Director

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February 12, 2019

Mr. Trey Fletcher
Pflugerville Assistant City Manager
P.O. Box 589
Pflugerville, TX 78691

**RE: Interlocal Agreement – Wilbarger Creek TWDB Flood Protection Planning Study
TWDB Contract No. 1800012308 with Bastrop County**

Dear Mr. Fletcher:

Enclosed please find two partially executed originals of the agreed Interlocal Agreement between Bastrop County and the City of Pflugerville regarding the Wilbarger Creek Texas Water Development Board Flood Protection Planning Study. As we discussed, I understand that the agreement will be placed on your Council's February 26, 2019 agenda for approval. After execution by Mayor Gonzales, please return one original to me for our files.

I look forward to working with you on this study.

If you have questions or require additional information, please feel free to contact me.

Thank you,

A handwritten signature in blue ink that reads "Carolyn Dill, P.E.".

Carolyn Dill, P.E.
Bastrop County Engineer

Attachments: Interlocal Agreement (2)

For the purposes of notice, the addresses of the parties, until changed by written notice, as provided above, shall be as follows:

Honorable Paul Pape
Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Trey Fletcher
Pflugerville Assistant City Manager
P.O. Box 589
Pflugerville, TX 78691

Section 5. FUNDING. It is expressly understood and agreed between the parties, such understanding and agreement being of the absolute essence to the Agreement, that the total maximum sum Bastrop County and the City have available for completion of the Project is as stated in Section 2. When a party has expended its portion to meet its obligations hereunder, that party shall have no further obligation of duty under the terms of this Agreement, notwithstanding any word, statement, or thing contained in or inferred from the provisions hereof, which might in any light by any person be construed to the contrary.

Participation by the parties in the Project shall in no way commit a party to financial participation in implementation of any solution to problems which may be identified by the Project, or the adoption of flood plain management regulations which may be recommended in the Project.

It is expressly understood and agreed between the parties that once the City provides its required cash contributions, the City shall have fully met its obligations hereunder, and shall have no further obligations to Bastrop County, financial or otherwise, under the terms of this Agreement.

Section 6. TERMINATION. This Agreement may be terminated by any party by thirty (30) days advance written notice to the other parties to this Agreement. In the event of termination under this provision, the terminating party will be financially responsible for completed work within their jurisdiction up to the point of termination and Bastrop County shall have no further obligation to the party requesting termination.

Section 7. IMMUNITY. It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Section 8. NOT A JOINT ENTERPRISE. This Agreement is not intended to and shall not create a joint enterprise among any party hereto. The parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose. A party undertaking work under this Agreement shall have a superior right to control the direction and management of such work, except as may otherwise expressly be provided herein.

Section 9. MISCELLANEOUS.

- A. No party hereto shall make, in whole or in part, any assignment of this Agreement without the advance written consent of the other parties.
- B. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- C. This Agreement may only be amended by written instrument duly executed on behalf of each party subject to this Agreement.
- D. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

Honorable Victor Gonzales: _____ Date: _____
City of Pflugerville

Honorable Paul Pape: Paul Pape Date: 2-12-19
Bastrop County