

RESOLUTION NO: _____

**RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS
AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT
WITH TRAVIS COUNTY REGARDING CAMERON ROAD AT
PECAN STREET ALL WAY STOP PROJECT**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform governmental functions and services under the terms thereof; and

WHEREAS, the City of Pflugerville and Travis County are political subdivisions within the State of Texas and engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the City of Pflugerville and Travis County desire to enter into an Interlocal Cooperation Agreement (“Agreement”) in order to cooperate in the design, construction, and maintenance of Cameron Road at Pecan Street; and

WHEREAS, the Project will convert the Y-intersection into an All-Way Stop controlled intersection; and

WHEREAS, the Project will provide increased safety for persons using this corridor, facilitate the movement of people, goods, and services in the City of Pflugerville and Travis County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

1. The above recitals are hereby found to be true and correct by the City Council of the City of Pflugerville and incorporated herein for all purposes.
2. That the City Council authorize the City Manager to execute the Interlocal Cooperation Agreement with Travis County, attached hereto as Exhibits “A & B”.

PASSED AND APPROVED this 30th day of November, 2021.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

**CAMERON ROAD AND EAST PECAN STREET INTERSECTION
ROADWAY IMPROVEMENTS
INTERLOCAL COOPERATION AGREEMENT
CITY OF PFLUGERVILLE AND TRAVIS COUNTY**

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into by and between the City of Pflugerville, Texas (the “City”) and Travis County, Texas (the “County”), hereinafter referred to individually as “Party” and collectively as the “Parties,” upon the premises and for the consideration stated herein.

Recitals

1. The City has or is in the process of making improvements to a City park that necessitate improvements to the intersection of Cameron Road and East Pecan Street.
2. East Pecan Street is located within the corporate limits of the City, and Cameron Road is located within the unincorporated area of the County.
3. The City and the County desire to cooperate in the planning, design, and construction of improvements to the intersection of Cameron Road and East Pecan Street (the “Project”).
4. The Project location is depicted in attached **Exhibit A**.
5. The City desires to participate in the funding of the Project by paying for the cost of materials for the Project.
6. The Travis County Commissioners Court and the Pflugerville City Council each finds that the Project will provide increased safety for persons using Cameron Road and East Pecan Street, facilitate the movement of people, goods, and services in the City of Pflugerville and Travis County, and benefit the residents of the City of Pflugerville and the residents of Travis County.
7. For purposes of cost efficiency, scheduling, and transportation planning, the Parties desire to combine the development of their respective portions of the Project
8. The Parties intend to conform this Agreement in all respects to the Interlocal Cooperation Act, Texas Government Code Section 791.001 *et seq.*

NOW, THEREFORE, the Parties agree to enter into this Agreement as follows:

1. Project Management.

- (a) Sereniah Breland (or her successor), the City Manager (the “City Manager”) of the City of Pflugerville, will act on behalf of the City with respect to the Project, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the

City's policies and decisions with respect to the Project. The City Manager may designate a City Project Manager, and may designate other representatives, to act on behalf of the City with respect to the Project.

- (b) The Director of Public Works of the Travis County Transportation and Natural Resources Department (the "County's Director") will act on behalf of the County with respect to the Project, coordinate with the City, receive and transmit information and instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Project. The County's Director will designate a County Project Manager and may designate other representatives to act on behalf of the County with respect to the Project.

2. Project Development.

- (a) The County will be responsible for the management of the development and construction of the Project, and, solely within the County's discretion, the County may use its own staff to construct the Project.
- (b) The plans and specifications for the Project shall comply with the plans prepared for the City titled "Re-Alignment of Cameron Road at Pecan Street by Kimley Horn." In addition, the County will ensure that the plans and specifications will comply with the applicable Texas Accessibility Standards and the Americans with Disabilities Act.
- (c) Project Schedule. The County will work diligently to ensure that construction of the Project is completed and accepted within 6 months after this Agreement takes effect, but if the County's Director determines that additional time is needed to complete the Project, the County Executive of the County's Transportation and Natural Resources Department (the "County Executive") will provide notice thereof to the City Manager with an explanation of the reason for the County needing additional time to complete the Project and an estimate of the amount of time for the County to complete the Project. The Parties agree that the County's Director has sole discretion to extend the time for completion of the Project.

3. Liability.

- (a) To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- (b) Claims Notification. If the City or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against the City or the County in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being

notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in Section 8 of this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.

4. Financial Obligations.

- (a) City's Financial Obligations. The City agrees to be responsible for 100% of the costs of materials for the Project. The Parties estimate that the cost of the materials for the Project is \$7,026.88. In addition to paying for the cost of materials for the Project, the City also agrees to pay the County's costs for administering the Project. The County's administrative charge as of the effective date of this Agreement is 19.71% of the materials cost, but, notwithstanding any provision to the contrary, this administrative charge is subject to change solely at the County's discretion based on the County's budget rules as of the date construction begins on the Project. The City shall deposit the sum of \$8,411.88 with the County Treasurer, who shall act as Escrow Agent for the management of the City's funds, no later than 30 days after the effective date of this Agreement and prior to the commencement of any construction on the Project, whichever is earlier. The County Treasurer shall deposit the funds in an interest bearing escrow account. The County shall invest the funds in accordance with the Public Funds Investment Act, and any other applicable laws or bond covenants. The interest and any unused portion of the public funds provided by the City under this Agreement shall be returned to the City within 30 calendar days after the completion of the Project. The County shall provide the City with an accounting of the deposits to and disbursements from the City's escrow account. The County will make its records relating to the City's escrow account available, at reasonable times, to the City's auditors, or its independent financial advisors or other professionals who provide arbitrage rebate calculations to the City.
- (b) Notwithstanding any provision to the contrary, all funding provided by the City to the County pursuant to this Agreement will be used solely for the portion of the Project and not any other purpose.

5. Termination.

- (a) If the City fails to deposit the estimated materials cost and administrative charge in accordance with the time-frame specified in Section 4 above, the

County may terminate this Agreement by providing written notice to the City. In the event of such termination, the Parties shall be without further duty or obligation to each other.

- (b) If a disagreement between the Parties arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the Parties' Project Managers, it shall be referred as soon as possible to the City Engineer and County's Director for resolution, and if the disagreement is not resolved by the City Engineer and the County's Director, the disagreement shall be referred as soon as possible to the City Manager and the County Executive of the County's Transportation and Natural Resources Department (the "County Executive"). If the disagreement is not resolved by the City Manager and the County Executive, then either Party may terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be without further duty or obligation to each other; provided, however, each Party shall remain responsible for its respective share of the Project costs incurred prior to the date of termination. Payment for such costs shall be rendered within 30 days after receipt of a written invoice for payment unless such costs are the subject of dispute between the Parties.

6. Final Accounting.

- (a) Within 30 days after the Project is complete or this Agreement is terminated, whichever occurs earlier, the County shall render and send to the City a final written accounting of the actual costs of the materials and administrative charges for the Project. If the actual costs of the materials and administrative charges for the Project are greater than the amount that the City deposited into escrow with the County, the City must pay any amount it owes no later than 30 days after receipt of such final accounting. If the amount the City deposited into escrow is greater than the actual costs of the materials for the Project, the County must refund any amounts due the City within 30 days after delivery of any adjusted final accounting.
- (b) The City has the right to audit the County's records regarding this Agreement and may request any such audit, or any adjustments or corrections, within 30 days of receipt of the accounting.

7. Inspection of Books and Records.

- (a) The Parties agree to maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and to make such materials available to each other, and their duly authorized representatives, for review and inspection at their

respective office during the period that this agreement is in effect and for four years after the Project is completed or until any impending litigation or claims are resolved, whichever is later.

- (b) The City and the County and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions except that nothing in this Agreement requires the City or the County to waive any applicable exceptions to disclosure under the Texas Public Information Act.

8. Miscellaneous.

- (a) Force Majeure. In the event that the performance by the City or the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, pandemic, natural or man-made disaster, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.
- (b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Sereniah Breland, City Manager (or successor)
P.O. Box 589
Pflugerville, Texas 78691-0589

WITH COPY TO: Charles E. Zech (or successor)
City Attorney
Denton Navarro Rocha Bernal & Zech
P.O. Box 589
Pflugerville, Texas 78691

COUNTY: Cynthia C. McDonald (or successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

AND: Bonnie Floyd, MBA, CPPO, CPPB (or successor)
Travis County Purchasing Agent
P.O. Box 1748

Austin, Texas 78767

WITH COPY TO: Delia Garza (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File No. 356.401

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Effective Date. This Agreement takes effect upon the last date of execution of the Agreement by the City and the County. This Agreement will automatically renew from year to year until the completion of the Project and any litigation or other matters surviving the completion of the Project, unless terminated earlier by the Parties.
- (f) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (h) Current Funds. The Party or Parties paying for the performance of governmental functions or services shall make payments therefor from current revenues available to the paying Party.
- (i) Definitions and Terms.
 - (1) In this Agreement, *including* means “including but not limited to.”

(2) When approval, permission, or concurrence is required in this Agreement, such approval, permission, or concurrence shall not be unreasonably delayed or withheld.

(j) No Third-Party Beneficiary. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a Party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

(k) Multiple Counterparts. This Agreement 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

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager

Date: _____

Attest: _____
Trista Evans, City Secretary

Date: _____

TRAVIS COUNTY, TEXAS

By: _____
Andy Brown, County Judge

Date: _____

EXHIBIT B
PROJECT LOCATION

