

INTERLOCAL AGREEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§ **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 Mayor, 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 desire to share 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

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
TERMS AND CONDITIONS

1.01. Round Rock intends to retain the engineering firm of Kimley-Horn and Associates, Inc. (the “Consultant”) to conduct a traffic study to project the future traffic volumes in the missing frontage road links as described in the Recitals and as shown in Exhibit “A”, attached hereto and incorporated herein.

1.02. The services to be provided by the Consultant shall be as stated in the Scope of Work and Task Outlines shown on Exhibit “B”, attached hereto and incorporated herein.

1.03. Pflugerville agrees to share with Round Rock all costs paid to Consultant for the services provided pursuant to the terms described in this Agreement. The current total cost estimate is Twenty-Four Thousand Seven Hundred Thirty and No/100 Dollars (\$24,730.00).

1.04 Pflugerville agrees to reimburse Round Rock the sum of Twelve Thousand Three Hundred Sixty-Five and 00/100 Dollars (\$12,365.00) within ten (10) days after receipt of a request for payment from Round Rock, including proof of payment to the Consultant. Any additional payments to Consultant must be agreed to by both cities.

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

ARTICLE TWO GENERAL PROVISIONS

2.01. 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.

2.02. 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.

2.03. 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.

2.04. 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.

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

2.06. 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.

2.07. 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.

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

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

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

2.11. 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
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: Steve Norwood, City Manager
Telephone: (512) 218-5410
Facsimile: (512) 218-7097
Email: snorwood@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

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

2.13. Effective Date. This Agreement shall be effective from and after _____, 2014.

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

(rest of this page left intentionally blank)

CITY OF ROUND ROCK:

ATTEST:

City Secretary

By: _____
Alan McGraw, Mayor

Date: _____

CITY OF PFLUGERVILLE:

ATTEST:

City Secretary

By: _____
Jeff Coleman, Mayor

Date: _____