

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effect this _____ day of _____, 2024, by and between Williamson County, Texas (the “County”) and the City of Georgetown, Texas (the “City”), political subdivisions of the State of Texas. In this Agreement, the County and the City are sometimes individually referred to as a “Party” and collectively referred to as “the Parties.”

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City is in the process of designing and constructing an approximate 2.8-mile, 10-foot wide shared use path along Berry Creek connecting the County’s Berry Springs Park and Preserve and the City’s Westside Park (the “Project”); and

WHEREAS, the City and the County now desire to cooperate in the cost sharing of the funding of improvements for the Project; and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is \$5,800,000; and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of \$2,900,000, and the City has committed the remaining funds necessary to complete the Project, estimated at \$2,900,000 (the “Estimated Costs”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Definitions

1. The term “Design” means engineering, surveying, geotechnical work, environmental work, and any other professional or technical service required to produce competitive bidding documents, plans, and specifications for the Project.
2. The term “Right-of-Way acquisition” means all appraisal, legal, title, and other services required to acquire in fee simple the parcels of land necessary to construct the Project.
3. The term “Construction” means the provision of all materials, equipment, labor, surveying, testing, services, and inspections necessary to construct the Project according to the plans

and specifications (the "Plans") approved by the City in writing by the County prior to contract award.

4. The term "Project" means the design and construction of an approximately 2.8-mile, 10-foot wide shared use path connection between the County's Berry Springs Park and Preserve and the City's Westside Park, at the location shown on Exhibit A, attached hereto.

II.

Terms and Conditions

1. The City will be solely responsible for all aspects of the Design and Construction of the Project, including but not limited to, all Right-of-Way acquisition, if necessary, and all environmental mitigation costs, if necessary.
2. The City will serve as Project Manager on behalf of the City and the County and administer all aspects of Design and Construction for the Project, including consultant selection, preparation of construction plans, competitive bidding, Construction, and inspection of the Project.
3. The City shall schedule periodic progress meetings with the County at least once per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
4. The County shall deposit in four (4) installments to a fund to be established and administered by the City (the "Construction Fund"), the total of Two Million Nine Hundred Thousand Dollars (\$2,900,000). The first deposit shall occur within thirty (30) calendar days of the award of a design contract, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000); a second deposit shall occur within (30) calendar days of the award of the construction contract, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000); a third deposit shall occur within thirty (30) calendar days of fifty percent (50%) construction completion, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) and a fourth and final deposit within thirty (30) calendar days of substantial completion, the sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000).
5. In the event that the costs incurred by the City for construction of the Project exceed the Estimated Cost, then the City shall bear sole responsibility for completing the Project.
6. The City agrees not to materially amend or otherwise reduce the Plans as approved by the County without the written concurrence of the County.
7. The City agrees that the County or its duly authorized representatives shall, until the expiration of the three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the City which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that the County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give the City reasonable advance notice of intended audits.

III. Miscellaneous

1. **Severability.** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. **NO LIABILITY OR WARRANTY OF SERVICES.** THE PARTIES AGREE AND ACKNOWLEDGES THAT THE CITY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANTY, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT, THE ENGINEERING SERVICES CONTRACT, OR CONSTRUCTION AGREEMENT. THE COUNTY AGREES AND ACKNOWLEDGES THAT THE CITY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT THE COUNTY MAY HAVE NOW OR IN THE FUTURE AGAINST ANY THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY THE COUNTY, OR ANYONE HAVING A CLAIM BY, THROUGH, OR UNDER THE COUNTY, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.
3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
4. **Amendments.** Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representatives of each Party.
5. **Waiver.** Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.
6. **Independent Relationship.** This Agreement is not a joint venture or other partnership between the parties. 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.
7. **No Assignment.** This Agreement shall not be assigned in whole or in part by either Party.
8. **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9. This Agreement shall be performable in Williamson County, Texas.
10. **Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

Bill Gravell, Jr., County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Josh Schroeder, Mayor
City of Georgetown, Texas

ATTEST:



Robyn Densmore, City Secretary

APPROVED AS TO FORM:



Skye Masson, City Attorney

EXHIBIT "A"

