

EXHIBIT
"A"

**INTERLOCAL AGREEMENT REGARDING
THE SOUTHWEST WILLIAMSON COUNTY REGIONAL
PARK WATER METER RELOCATION PROJECT**

THIS INTERLOCAL AGREEMENT REGARDING THE SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK WATER METER RELOCATION PROJECT is entered into between the City of Round Rock, ("**Round Rock**") and Williamson County ("**Wilco**"). In this Agreement, Round Rock and Wilco are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

Recitals

WHEREAS, the City has an existing water meter located near the intersection of FM 1431 and CR 175 as depicted as "Old Meter Location" on Exhibit "A" that provides water service to the Williamson County Park; and

WHEREAS, the Parties now wish to relocate the water meter to the "Proposed Meter Location" depicted on Exhibit "A": and

WHEREAS, the Parties also wish to install an above ground reduced pressure backflow device at the Proposed Meter Location; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the relocation of the water meter and the installation of the reduced pressure backflow device;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding the Southwest Williamson County Regional Park Water Meter Relocation Project.

1.02 "Effective Date" means the date of the last Party's execution of this Agreement.

1.03 "Party" or "Parties" means Round Rock and/or Wilco, individually or collectively, as applicable.

1.04 "Project" means the relocation of the existing water meter from the "Old Meter Location" and the installation of a six-inch water meter, vault, and an above ground reduced pressure backflow device at the Proposed Meter Location as depicted on Exhibit "A".

1.05 “Project Cost” means all costs and expenses incurred by the Parties in furtherance of the Project.

1.06 “Round Rock” means the City of Round Rock, Texas.

1.07 “Wilco” means Williamson County, Texas

II.

AGREEMENT AND OBLIGATIONS OF THE PARTIES; PROJECT COSTS

2.01 General. The purpose of this Agreement is to provide for the Parties’ agreement and obligations as to the Project.

2.02 Installation. Round Rock hereby agrees to design, install, and construct, a six-inch water meter, vault, and an above ground reduced pressure backflow device at the proposed meter location as depicted on Exhibit “A”. Construction of the Project shall be completed on or before September 30, 2023.

2.03 Payment of Project Costs.

(a) Wilco agrees to pay up to \$40,000 to Round Rock as its share of Project Costs. Round Rock will invoice Wilco for its portion of the cost once the construction of the Project is fully completed and operational.

(b) Round Rock agrees to pay all Project Costs in excess of Wilco’s \$40,000 contribution.

III.

NEW METER AND BACKFLOW DEVICE

3.01 Location. The new water meter and backflow device will be installed on the property owned by Wilco at a location that is mutually agreeable to the Parties.

3.02 Easement. Wilco will convey to the City, at no cost, one or more water utility easements to accommodate the water line, and the new water meter. Round Rock shall provide, at its cost, the necessary survey describing the location of the water utility easement.

3.03 Backflow Device. After testing that evidences proper functioning and operation, the backflow device will be owned, operated, and maintained by Wilco.

IV.

GENERAL PROVISIONS

4.01. Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

4.02. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent

jurisdiction, the remainder of this Agreement will not be affected, and this Agreement will be construed as if the invalid portion had never been contained herein.

- 4.03. Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.
- 4.04. Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the goods or services are received under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Wilco's County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 4.05. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 4.06. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.
- 4.07. Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- 4.08. 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.
- 4.09. Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

ROUND ROCK:

221 East Main Street
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5401

with copy to:

Stephanie L. Sandre
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: sstephanie@scrllaw.com

WILLIAMSON COUNTY:

710 S. Main Street
Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550

with copy to:

Williamson County Parks Department
Attn. : Senior Director
219 Perry Mayfield
Leander, TX 78641

- 4.10. Force Majeure.** The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of its obligation to make payment to Round Rock as provided in this Agreement.
- 4.11. Independent Contractor.** Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.
- 4.12. No Third-Party Beneficiaries.** This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.
- 4.13. Termination.** This Agreement may be terminated by mutual agreement of the Parties. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.
- 4.14. Default.** In the event that one Party believes that the other Party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-

defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

- 4.15. Wilco's Right to Audit.** Round Rock agrees that Wilco or its duly authorized representatives shall, until the expiration of 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 Round Rock which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Round Rock agrees that Wilco shall have access during normal working hours to all necessary Round Rock facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Wilco shall give Round Rock reasonable advance notice of intended audits.
- 4.16. Counterparts. Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- 4.17. No Waiver of Immunities or Defenses.** Nothing in this Agreement shall be deemed to waive, modify or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.
- 4.18. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- 4.19. No Additional Fees.** The relocation and installation of the Project will not result in any additional monthly fees to Wilco.

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

CITY OF ROUND ROCK:

ATTEST:

Meagan Spinks, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Sandre, City Attorney

EXHIBIT A
(Map of Project)