

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF ROUND ROCK, TEXAS,
AND WILLIAMSON COUNTY, TEXAS, IN THE UPDATING OF ATLAS 14 MODELS
WITH LIDAR SURVEY DATA**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Round Rock, Texas (“**City or Round Rock**”), a Texas home-rule municipality, and Williamson County, Texas, a political subdivision of the State of Texas (“**County**”). In this Agreement, the City and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

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 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;

WHEREAS, the County is and has been in the process of obtaining 2024 LiDAR topographic data to complete updates to the County’s Atlas 14 Hydrologic and Hydraulic Modeling and Mapping Study (“**County Project**”) to incorporate 2024 LiDAR topography and land use data within city limits.

WHEREAS, the City desires to cooperate with the County to facilitate the development of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and the City agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the completion of the County Project.

II. COMPLETION OF COUNTY PROJECT

2.01 Completion of County Project. The County shall be responsible for contracting with a consulting firm (“Consultant”) regarding the engineering and analysis for updates to the County Project to incorporate 2024 LiDAR topography and land use data to hydrologic and hydraulic models within city limits. The County Project will be considered complete when all final deliverables are reviewed and accepted by the County, including updated hydrologic models, hydraulic models, spatial data, mapping, relevant backup data, and reports.

2.02 Project Costs. The County shall be responsible for all costs associated with the preliminary and final analysis, modeling, mapping, reporting, project management, and all other costs related to the County Project (“Project Cost”).

2.03 Documentation. The County shall provide the City with hydraulic updates that will consist of modeling and mapping refinements to impacted watersheds associated with the affected jurisdiction, including the following:

Documentation (Study Area):

(a) Prepare an existing condition addendum memorandum documenting the updated existing condition study approach, data collection, hydrologic analysis, hydraulic analysis, and modeling results.

(b) Prepare supporting digital information, including computation spreadsheets, hydrologic models, hydraulic models, and supporting geospatial data. A digital copy of the memorandum will also be provided.

Deliverables:

(c) Draft existing condition addendum memorandum submittal describing the methods, assumptions, and results of the study area, including supporting information, models, and GIS datasets.

(d) Final existing condition addendum memorandum with reconciled independent QA/QC comments.

III. CITY OBLIGATIONS

3.01 City Payment. The City shall pay the County for the County Project in an amount not to exceed TWO HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY EIGHT AND NO/100 DOLLARS (\$205,988.00) for the engineering and analysis for updates to the County Project to incorporate 2024 LiDAR topography and land use data to hydrologic and hydraulic models within city limits (together “City Participation Amount”). Any change orders or additional work requested by the City beyond that described herein as the County Project shall be provided for by separate agreement. The County shall not be responsible for any additional analysis, design costs, construction costs, delay costs, consequential damages, or any other costs. The County will submit reimbursement requests up to the City Participation Amount using the following payment schedule: 50% upon full execution of the Agreement between the City and the County, and 50% upon completion of the County Project. The City shall pay the County’s written reimbursement request within sixty (60) days of receipt of the same.

3.02 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 on the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City 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 City 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.

3.03 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT TO THIS AGREEMENT.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 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.

5.04 Payment 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.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 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: City Manager
City of Round Rock
221 East Main Street
Round Rock, TX 78664
Telephone: (512) 218-5401

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Steven Snell
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 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.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is the sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2026, by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said City.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

ATTEST:

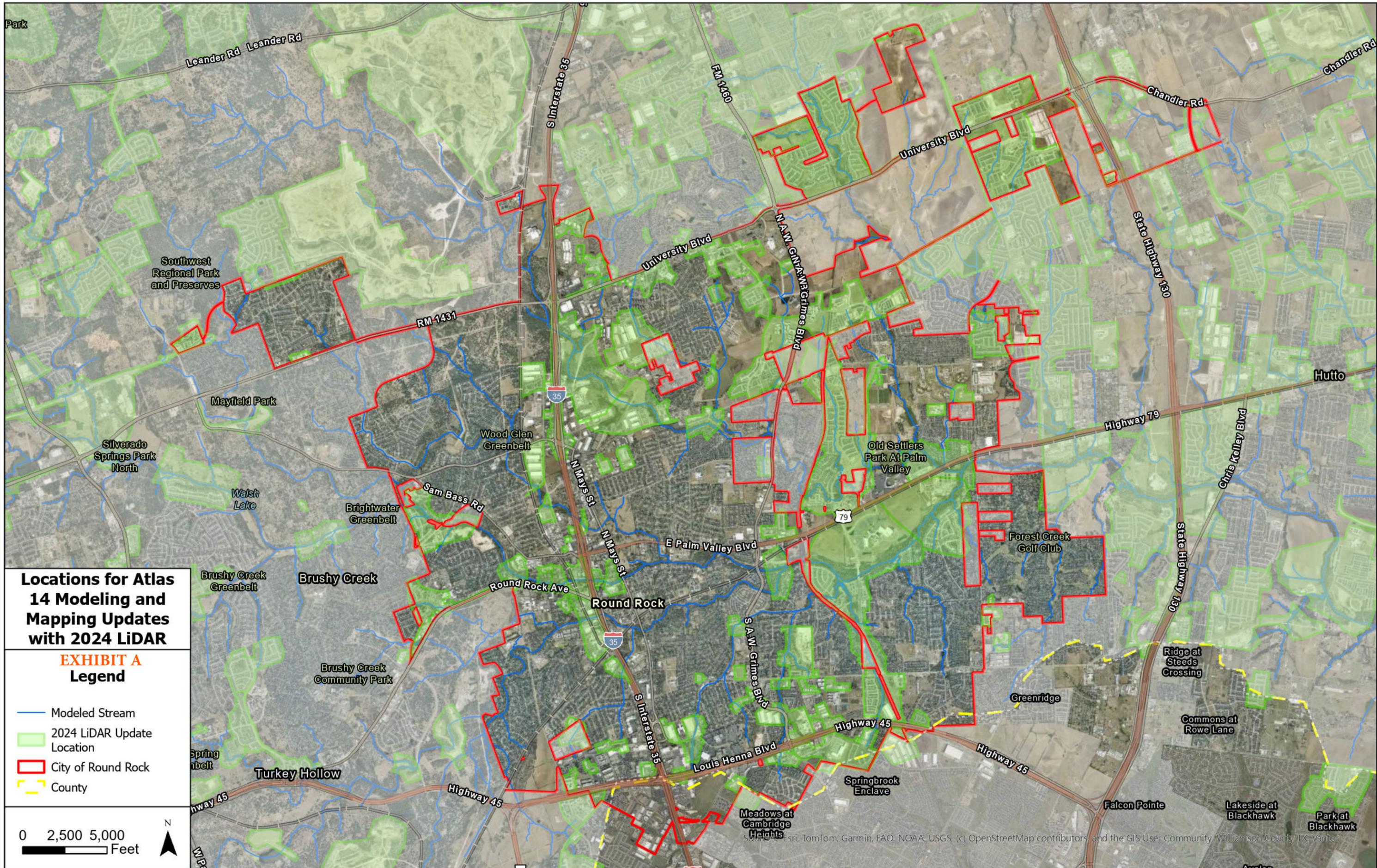
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
_____ by Steven Snell, County Judge of Williamson County,
Texas, on behalf of said County.

Notary Public, State of Texas

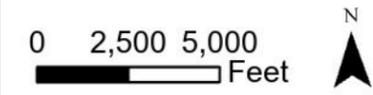
Exhibit “A”



Locations for Atlas 14 Modeling and Mapping Updates with 2024 LiDAR

EXHIBIT A Legend

- Modeled Stream
- 2024 LiDAR Update Location
- City of Round Rock
- County



Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Williamson County TX, Vantor