

AGENDA ITEM # 16

September 23, 1997

*

Consider approving interlocal agreement with Cedar Park, Travis County, TxDOT and Williamson County regarding Anderson Mill Road.

Commissioner Boatright informed the court ATS had allocated \$252,000.00 for initial right-of-way study for Anderson Mill Road to Four Corners with tie into 1431 where Lime Creek Road is now located. Williamson County would commit to 22.6% (\$14,238.00) for our portion of approximately \$63,000.00 matching funds which will be paid from bond funds.

The property lies within the jurisdiction of Travis and Williamson Counties, City of Cedar Park and TxDOT which would all share in the cost of the study.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve interlocal agreement with City of Cedar Park, Travis County, TxDOT and Williamson County regarding right-of-way study for Anderson Mill Road.

Vote: Motion carried 5 - 0

< Clerk copy here >

ANDERSON MILL ROAD
INTERLOCAL COOPERATION AGREEMENT
CITY OF CEDAR PARK AND WILLIAMSON AND TRAVIS COUNTIES

STATE OF TEXAS

COUNTY OF TRAVIS

This Agreement is made and entered into by and between the City of Cedar Park, Texas, Williamson County, Texas, and Travis County, Texas, hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

WHEREAS, the Transportation Plan adopted by the Austin Transportation Study includes the planned extension of Anderson Mill Road approximately 4.9 miles in a northerly direction from RM 620 to FM 1431 (the "Project"); and

WHEREAS, the Project is located within the jurisdiction of the respective Parties and the Texas Department of Transportation ("TxDOT") in the following proportions:

| | |
|-------------------|------------|
| Cedar Park | 24.1% |
| TxDOT | 18.9% |
| Travis County | 34.4% |
| Williamson County | 22.6%; and |

101

WHEREAS, the Austin Transportation Study has allocated \$252,000 in Federal STP-4C funds during Fiscal Year 1997 for preliminary engineering for a route and feasibility study, a schematic right-of-way plan, and an environmental assessment for the Project (the "Preliminary Engineering"); and

WHEREAS, the Parties desire to participate in the development of the Preliminary Engineering, which will require a 20% local funding match of approximately \$63,000; and

WHEREAS, TxDOT has provided Travis County with TxDOT's proportional share of the local match by separate agreement dated January 15, 1997; and

WHEREAS, the Parties desire to establish and set forth their respective responsibilities for the development of the Preliminary Engineering; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Management Duties of Travis County.

a) Travis County will manage the development of the Preliminary Engineering for the Project. In the development of the Preliminary Engineering, Travis County may undertake all reasonable and necessary activities, including but not limited to the hiring of professional consultants.

b) The Executive Manger of the Travis County Transportation and Natural Resources Department, (the "Executive Manger"), will act on behalf of the County with respect to the work to be performed under this Agreement and will have complete authority to interpret and define the County's policies and decisions with respect to the work.

c) The Executive Manager will designate a Project Manager and may designate other representatives to transmit instructions and receive information.

d) Travis County agrees to comply with any applicable federal and state laws and regulations in the development of the Preliminary Engineering for the Project.

2. Project Coordination.

a) Cedar Park and Williamson County shall designate Project Managers to coordinate with Travis County and to receive and transmit information.

b) Travis County shall supervise the consultants' work and provide copies of the consultant's work product to Williamson County and Cedar Park. Travis County will provide monthly progress reports of Project development to Cedar Park and Williamson County.

c) Williamson County's and Cedar Park's Project Manager shall meet with Travis County's Project Manager, as reasonable and necessary, to review the consultants' work product.

d) After the review by the Parties' Project Managers is complete, the consultants' work product will be submitted to TxDOT for its review and approval.

3. Financial Obligations.

102

a) The funding of the 20% local match of \$63,000 is the responsibility of the Parties and the Parties agree to pay the following amounts for the development of the Preliminary Engineering for the Project:

- | | | |
|----------------------------|------------|-------------|
| 1) Travis County | 34.4%..... | \$21,672.00 |
| 2) Williamson County | 22.6%..... | \$14,238.00 |
| 3) Cedar Park | 24.1%..... | \$15,183.00 |

4) TxDOT18.9%..... \$11,907.00

b) Williamson County and Cedar Park will provide their respective shares for the development of the Project to Travis County within thirty (30) days of the date of full execution of the Agreement.

c) In the event that additional funding is required for the development of the Preliminary Engineering for the Project, the Parties may amend this Agreement or enter into a separate agreement to provide such additional funding in proportion to the length of the Project within each jurisdiction.

d) In the event that the jurisdictions of any of the Parties change due to the annexation or disannexation of any territory within the boundaries of the Project, the above percentages and the financial obligations of the Parties will be revised accordingly.

4. Current Funds.

As required by law, the party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

5. Professional Services Contracts.

a) Any professional services agreements awarded for the development of the Preliminary Engineering shall conform with all applicable federal, state and local laws.

b) All such contracts entered into by Travis County for the development of the Preliminary Engineering shall include a requirement that Cedar Park and Williamson County be named as additional insured parties under the insurance to be provided by the consultants performing the work.

c) Travis County shall require its professional services contractors to provide comprehensive general liability insurance coverage for bodily injury or death and property damage in the amount of \$300,000 per occurrence and \$600,000 in the aggregate for the duration of its operations on the Project and professional errors and omissions insurance in the amount of \$1,000,000.

d) The Parties agree that, to the extent allowed by Texas law, they are respectively responsible for their own proportionate share of any liability arising out of or in connection with the activities to be undertaken pursuant to this Agreement.

6. Access to Real Property.

103

The Parties acknowledge that it may be necessary for the Project's professional consultants to enter onto real property in their respective jurisdictions to perform surveying and other professional services for the development of the Preliminary Engineering for the Project. Therefore, the Parties agree to

provide any necessary assistance, including the initiation and prosecution of legal proceedings, to secure the right of such consultants to enter onto such real property as is necessary in the development of the Preliminary Engineering.

7. Force Majeure.

In the event that the performance by any of the Parties of any of their 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, or the act of conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.

8. 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: City of Cedar Park
Attention: Jane McAdams (or successor)
600 Bell Blvd.
Cedar Park, Texas 78613

TRAVIS COUNTY: Executive Manger, TNR
P.O. Box 1748
Austin, Texas 78767

COPY TO: Ken Oden (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.0(GB)

WILLIAMSON COUNTY: Joe England, P.E. (or successor)
1900 Georgetown Interloop, Suite B
Georgetown, Texas 78626

WITH COPY TO: Eugene Taylor (or successor)
Williamson County Attorney
Justice Building
6th and MLK
Georgetown, Texas 78626
Attn: Dale Rye

104

9. Number and Gender.

As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular of plural

number shall each be deemed to include the others.

10. 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 understandings, if any, between the parties respecting 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 the parties hereto. However, any consent, waiver, approval or authorization shall be effective, if signed by the party granting or making such consent, waiver, approval, or authorization. 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.

11. Term and Termination.

(a) This Agreement takes effect upon the complete execution of the Agreement by the Parties and shall have an initial term of one year. This Agreement shall thereafter automatically renew from year-to-year, subject to the availability of funding.

(b) This Agreement may be terminated by any party with thirty (30) days written notice for the substantial failure of the other parties to perform its obligations hereunder. Also, this Agreement may be terminated with sixty (60) days written notice for any other reason.

12. Other Instruments.

The parties hereto covenant and agree that they will execute other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

13. 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.

14. Applicable Law.

105

This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a district court of Travis County, Texas.

15. Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No party may assign any rights under this Agreement without the written consent of the other parties. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

16. Counterparts.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of the Agreement, such consent or other document shall be binding upon such party.

Executed as of the later date set forth below.

THE CITY OF CEDAR PARK

By: Dorthey L. Duckett

Name: Dorthey L. Duckett

Date: September 11, 1997

TRAVIS COUNTY, TEXAS

By: _____

Bill Aleshire, County Judge

Date: _____

WILLIAMSON COUNTY, TEXAS

By: John C. Daefler
Williamson County Judge

Date: 9-23-97

AGENDA ITEM # 17September 23, 1997*Open and consider awarding, rejecting, or extending bids for malpractice insurance.

At 10:02 a.m. on September 23, 1997, Judge Doerfler announced time to award, reject, or extend bids for malpractice insurance.

At 10:05 a.m. on September 23, 1997, Judge Doerfler announced time closed to receive bids and consider awarding, rejecting or extending bids for malpractice insurance.

Bids were received and opened from:

Leibowitz Insurance
The Insurance Store
VFIS of Texas/Regnier & Associates

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To note receipt of bids with award to be made on September 30, 1997.

Vote: Motion carried 4 - 0

< Clerk copy here >