

AGENDA ITEM # 6

April 28, 1998

Vol 97 Page 603

Consider entering into an interlocal agreement with City of Austin for Lake Creek floodplain modifications.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Mehevec

Motion: To authorize Judge Doerfler to enter into an interlocal agreement from the City of Austin for modifications to Lake Creek drainage project engineering study to be provided to the City of Austin and accept sum of \$25,000 with funds to be deposited into a seperate Lake Creek drainage fund.

Vote: Motion carried 4 - 0

< Clerk copy here >

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS AND
THE CITY OF AUSTIN**

LAKE CREEK FLOODPLAIN MODIFICATION GUIDELINES

This Interlocal Agreement ("Agreement") is made by and between Williamson County, Texas ("the County") and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee ("the City").

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq; and

WHEREAS, the City wishes to carry out an environmental assessment of the site of the proposed Lake Creek Floodplain Improvements (SP-97-0405D and SP-97-0424D) for determining the environmental impacts associated with the floodplain modifications relative to the flood protection benefits provided; and

WHEREAS, the City wishes to participate in the design of a flood control project on Lake Creek in Williamson County;

NOW, THEREFORE, the County and the City agree as follows:

I. OBLIGATIONS OF THE COUNTY

- A. County shall appoint one staff person to act as a single point of contact (hereinafter "SPOC"), with the City. SPOC must be knowledgeable in the planning, content and subject matter being addressed in this floodplain modification guidelines submittal. SPOC must possess decision making ability and authority.
- B. SPOC shall employ professional consultants to prepare a floodplain modification guidelines submittal for the Lake Creek Floodplain Improvements (Case No. SP-97-0405D and SP-97-0424D) in accordance with Section 1.7.0 of the Environmental Criteria Manual of the City of Austin. This submittal will also include

an environmental assessment of the site in accordance with Section 13-7 of the Land Development Code.

- C. County shall coordinate the preparation and consolidation of the floodplain modification guidelines submittal and shall submit the report to the City for review.
- D. County will submit invoice to the City for payment under this agreement.

II. OBLIGATIONS OF THE CITY

- A. In exchange for aforesaid services, the City shall pay the County an amount not to exceed \$25,000.
- B. The City shall appoint one (1) person to act as a single point of contact with the County. This person shall hereinafter be referred to as the Contract Administrator, and shall have decision making ability and authority.
- C. The City shall be responsible for identifying the specific submittal requirements, reviewing the reports, determining if any additional information is required, and communicating that to the County.

III. TERM, TERMINATION

- A. This Agreement shall be effective from and after the date of execution by all parties and shall expire May 4, 1999, unless previously terminated pursuant to Section III. B of this Agreement.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of written notice of the default within which to cure the default. If such default is not cured within the thirty (30) days, then the offended party shall have the right without further notice to terminate this Agreement.

IV. PAYMENT FOR SERVICES

- A. The City will pay the County for services performed no later than forty-five (45) days after receipt of an invoice from the County. Payments under this Agreement shall be made from current revenue available to the City. The invoice will be sent to:

City of Austin, ISS
Attn: Donna Lee Bliss
206 East 9th Street, Suite 17.102
Austin, Texas 78701

- B. If the Lake Creek Floodplain Improvements project is canceled after the County receives a signed contract or a notice to proceed, the County will be paid for all costs related to the floodplain modification guidelines report that are non-refundable, and that the County has paid or is obligated to pay.

V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Indemnity. Williamson County shall, to the extent authorized under the Constitution and laws of the State of Texas, hold the City harmless from liability resulting from the negligent acts or omissions of the County, its officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, the County shall not hold the City harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the City, its officers, agents, representatives, or employees, or any person or entity not subject to the County's supervision or control.

The City shall, to the extent authorized under the constitution and laws of the State of Texas, hold the County, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by the City of the results obtained from the activities performed by the County under this Agreement; provided, however, the City shall not hold the County harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, or incident to, or resulting directly or indirectly from:

- a. the negligent failure of the County to substantially comply with any applicable FDA or other governmental requirements; or
 - b. the negligence, whether sole, joint, concurring, or otherwise, or willful malfeasance of any officer, agent or employee of the County.
- C. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Williamson County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Williamson County, Texas.
- D. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the County Judge of Williamson County and the City Manager of the City of Austin.
- E. Entire Agreement. This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- F. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in case of mailing. The address of City for all purposes shall be:

City Manager
 City of Austin
 P.O. Box 1088
 Austin, Texas 78767

Attn: Susanne Brubaker, Purchasing Officer
 Financial Services Department
 (512) 389-7506

The address for the County for administration of the work program described under this Agreement and for all notices hereunder shall be:

Mike Heiligenstein
County Commissioner
Precinct 1, Williamson County
211 Commerce Cove #7
Round Rock, Texas 78664

- G. Publicity. Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in public media, except as required by the Texas Public Information Act or other law or regulation. The County, however, shall have the right to acknowledge the City's support of the study conducted under this Agreement in scientific or academic publications and other scientific or academic communications, without the City's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date the last party to sign.

CITY OF AUSTIN

By: _____
Toby Hammett Futrell
Assistant City Manager

Date: _____

APPROVED AS TO FORM:

City Law Department

WILLIAMSON COUNTY

By: John C. Doerfler 4-28-98
John Doerfler
County Judge

Date: 4-28-98

Consider granting final plat approval to Quarter Acres Subdivision.

County Engineer Joe England stated the plat has been signed by the City of Cedar Park and meets Williamson County subdivision requirements.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve final plat to Quarter Acres Subdivision.

Vote: Motion carried 4 - 0

AGENDA ITEM # 8

April 28, 1998

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Consider granting final plat approval to Thomas Subdivision.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve final plat to The Thomas Subdivision.

Vote: Motion carried 4 - 0