

AGENDA 17

Consider granting preliminary plat approval to Spear's Ranch on Salado Creek.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To grant amended preliminary plat approval to Spear's Ranch on Salado Creek with Williamson County never being responsible for road maintenance for this subdivision in perpetuity (Plat note #9 should have added "and not by Williamson County") .

Vote: Motion carried 5 – 0

AGENDA 18

Discuss and consider taking action on final plat of Estates of Brushy Creek, Section Two.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve final plat of Estates of Brushy Creek, Section Two.

Vote: Motion carried 5 – 0

AGENDA 19

Consider approving interlocal agreement with the City of Austin for partial financing of Lake Creek Tributary #2.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To approve interlocal agreement with the City of Austin for partial financing of \$810,000.00 for benefit of Lake Creek Tributary #2.

Vote: Motion carried 5 – 0

<Clerk Copy Here>

#19

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

114

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

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 County and the City both have responsibilities for drainage management in the Lake Creek watershed; and

WHEREAS, the Lake Creek flood control project is consistent with the flood protection goals and purpose of the City's regional stormwater management program ("RSMP") and consistent with the flood protection goals of the County; and

WHEREAS, the City desires to contribute RSMP funds to Williamson County for the Lake Creek flood control project in the upper Lake Creek main branch and tributary #2 between Parmer Lane and Meadowheath Drive (SP-97-0405D and SP-97-0424D) to provide flood protection benefits to existing houses;

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

I. OBLIGATIONS OF THE COUNTY

- A. The 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 the floodplain modification project. SPOC must possess decision making ability and authority.
- B. The County is responsible for construction of and obtaining any necessary permits for the Lake Creek flood control project as described in the attached Exhibit A ("the Project").
- C. The County is responsible for completion of the Project in the timeframe set out in the schedule attached as Exhibit B.

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

115

- D. The County shall be responsible for conformance with all City ordinances and all state and federal laws and regulations. This Agreement shall not be construed to limit or abrogate any responsibilities of the County under state, federal, and local laws and regulations.

II. OBLIGATIONS OF THE CITY

- A. The City shall pay the County a portion of the costs for the Project in an amount not to exceed \$810,000.00.
- B. The City shall appoint one person to act as a single point of contact (hereinafter "Contract Administrator") with the County. The Contract Administrator shall have decision making ability and authority.

III. TERM, TERMINATION

- A. This Agreement shall be effective from and after the date of execution by all parties and shall expire three years from that date, 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 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 30 days, then the offended party shall have the right without further notice to terminate this Agreement.

IV. PAYMENT FOR SERVICES

- A. The County shall submit to the City statements in a form acceptable to the City, on a quarterly basis. The statements shall include a description of work performed and percentage completion of the Project certified by the Williamson County AUDITOR (financial officer title).
- B. The City will pay the County for Project construction costs incurred that exceed the available County funding of \$_____ plus the interest accrued on the County funds no later than 45 days after receipt of a certified statement from the County. Payments under this Agreement shall be made from current revenue available to the City's regional stormwater management project for the Lake Creek and Rattan Creek watersheds. County will send the statement to:

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

116

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

- C. If the Project is canceled after the County receives a signed contract or a notice to proceed, the County will mitigate any potential damages and will be paid under the terms in Section IV. B. only for unavoidable costs.
- D. The County agrees to maintain appropriate accounting records of costs and expenses of contractors on the Project together with documentation, evaluations, and reports for a period of three years after final payment for completed work under this Agreement. The County further agrees that the CITY or its duly authorized representatives, shall have access during normal working hours to any and all books, documents, reports, records of the County and which are pertinent to the work to be performed under this Agreement, after 72 hours notice.

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 governmental requirements; or

RECORDERS MEMORANDUM

All or parts of the text on this page was not
clearly legible for satisfactory recordation.

117

- 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 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:

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

118

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

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

CITY OF AUSTIN

WILLIAMSON COUNTY

By: _____
Toby Hammett Futrell
Assistant City Manager

By: John C. Doerfler
John Doerfler
County Judge

Date: _____

Date: 5-23-00

APPROVED AS TO FORM:

By: _____
City Law Department

j:\land_use\bogusch\interlocal\Williamson County - Lake Creek and Rattan Creek Modification

AGENDA 20

Consider approving contract with ACi for environmental assessment on proposed extension of D.B. Wood Road.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve a \$18,500.00 contract with payment from certificates of obligation to Ecological and Regulatory Planning Consultants, ACi, for environmental assessment for approximately 1 mile from Highway 29 to Leander Road in association with extension of D.B. Wood Road.

Vote: Motion carried 5 – 0

<Clerk Copy Here>

ACi

Ecological and Regulatory Planning Consultants

1001 Mopac Circle, Suite 200

Austin, Texas 78746

Tel #: 512/633-6200

Fax #: 512/328-2210

e-mail address: spaulson@austin.rr.com

May 9, 2000

David Hays
County Commissioner
Precinct # 3
Williamson County
1900 Georgetown Inner Loop
Georgetown, Texas 78626

Re: Scope of Services / Extension of D.B. Wood Road

Dear Commissioner Hays:

This is a contract to provide ecological services for the proposed extension of D.B. Wood Road in Williamson County, Texas. The services include a karst survey to identify features (caves, sinkholes, etc.) which may house federally-listed karst invertebrates, and a habitat evaluation to assess the potential for golden-cheeked warbler and black-capped vireo, two federally-listed migratory songbirds.

If you have any questions or concerns regarding this contract proposal, please call me at your earliest convenience.

Sincerely,



Steve Paulson
Athabasca Consulting, Inc. (ACi)