



Travis County Commissioners Court Agenda Request

Meeting Date: May 6, 2014

Prepared By: Mo Mortazavi, P.E. **Phone #:** 512-854-7589

Division Director/Manager: Morgan Cotten, P.E.

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a request to approve an Interlocal Cooperation Agreement with the City of Austin to accept reimbursement from the City of Austin for the relocation of its water line facilities in conflict with the Slaughter Lane-Goodnight Roadway construction Project in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

During the construction of the Slaughter Lane-Goodnight Roadway project, the City of Austin (City) requested that Travis County include the relocation of the City's water line facilities in conflict with the proposed roadway in its construction contract and agreed to reimburse the county for the relocation costs. The City Council has since approved the Interlocal Agreement. Upon approval of the agreement by the Commissioners Court, TNR will formally request reimbursement from the City.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the Interlocal Agreement with the City of Austin.

ISSUES AND OPPORTUNITIES:

The county's contractor has already completed the relocation work and has been compensated for the work. The City's timeline for relocating its utilities would have delayed the project by several months.

FISCAL IMPACT AND SOURCE OF FUNDING:

The actual cost, including engineering, for the relocation/adjustments to the City of Austin's water line facilities is \$25,622.50. The City has agreed to reimburse this amount to the county, upon receipt of a written request from the county.

ATTACHMENTS/EXHIBITS:

Signed Interlocal Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
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Steve Manilla	County Executive	TNR	(512) 854-9429

CC:

Steve Sun	Assistant Public Works Director	TNR	(512) 854-4660
Isabelle Lopez	Financial Services	TNR	(512) 854-7675
Tawana Gardner	Financial Services	TNR	(512) 854-7679
Mo Mortazavi	Public Works	TNR	(512) 854-7589

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3101 - Public Works/CIP -



MEMORANDUM

TO: Robert Goode, Assistant City Manager

FROM: Gregory D. Miller, Assistant City Attorney

DATE: January 22, 2013

RE: Travis County ILA/Slaughter-Goodnight Ranch reimbursement

Please find attached for your signature two copies of the Interlocal Agreement by and between the City and Travis County. This agreement provides the terms by which the City will reimburse the County for utility relocation work needed to complete improvements to Slaughter Lane.

This agreement was approved by Council on December 12, 2013, is approved as to legal form, and is within your authority to sign.

**SLAUGHTER LANE-GOODNIGHT RANCH ROAD IMPROVEMENTS
INTERLOCAL COOPERATION AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR WATER AND WASTEWATER UTILITY RELOCATION**

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

WHEREAS, the County has performed certain roadway and drainage improvements to a portion of Slaughter Lane and Goodnight Ranch (the "County Project");

WHEREAS, the County Project necessitated the relocation and adjustment of the City's water and wastewater facilities that would otherwise be in conflict with the County's road improvements (the "Utility Relocations");

WHEREAS, the Parties agree that City is responsible for the cost of the Utility Relocations;

WHEREAS, the Utility Relocations have been completed, the City has reviewed and accepted the Utility Relocations;

WHEREAS, the County and the City acknowledge the valuable consideration each is receiving as a party to this Agreement, including, without limitation, the improvement of traffic flow and utility service in the area of the County Project; and

WHEREAS, the Parties intend to conform to 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. Reimbursement for Utility Relocations.

Within 90 days after the City executes this Agreement, the City will pay the County \$25,622.50 as reimbursement to the County for costs incurred by the County for the Utility Relocations as shown on Exhibit A. Project Location Map is shown on Exhibit B.

2. Miscellaneous.

(a) Force Majeure. In the event that the performance by the County or the City of any of its 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 it shall be excused from such performance for such period of time as it reasonably necessary after such occurrence to remedy the effects hereto.

- (b) 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: Greg Meszaros
City of Austin
Austin Water Utility
625 E. 10th Street
Austin, Texas 78701

WITH COPY TO: Gregory D. Miller (or successor)
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Steven M. Manilla, P.E., (or successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
Attn: File No. 163.1314

AND WITH A COPY TO: Cyd Grimes, C.P.M. (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

- (d) 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 understanding, if any, between the parties respecting the joint construction of the Projects. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. 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.
- (e) Effective Date and Term. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the City and will renew from year to year until completion of the Slaughter Lane-Goodnight Ranch Project, unless terminated earlier.
- (f) Other Instruments. The parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (g) 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.
- (h) Current Funds. 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.

[SIGNATURE PAGE FOLLOWS]

CITY OF AUSTIN, TEXAS

By: 

Name Robert Goode

Title: Assistant City Manager

Date: 11/2/14

Approved as to Form:



Assistant City Attorney

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A

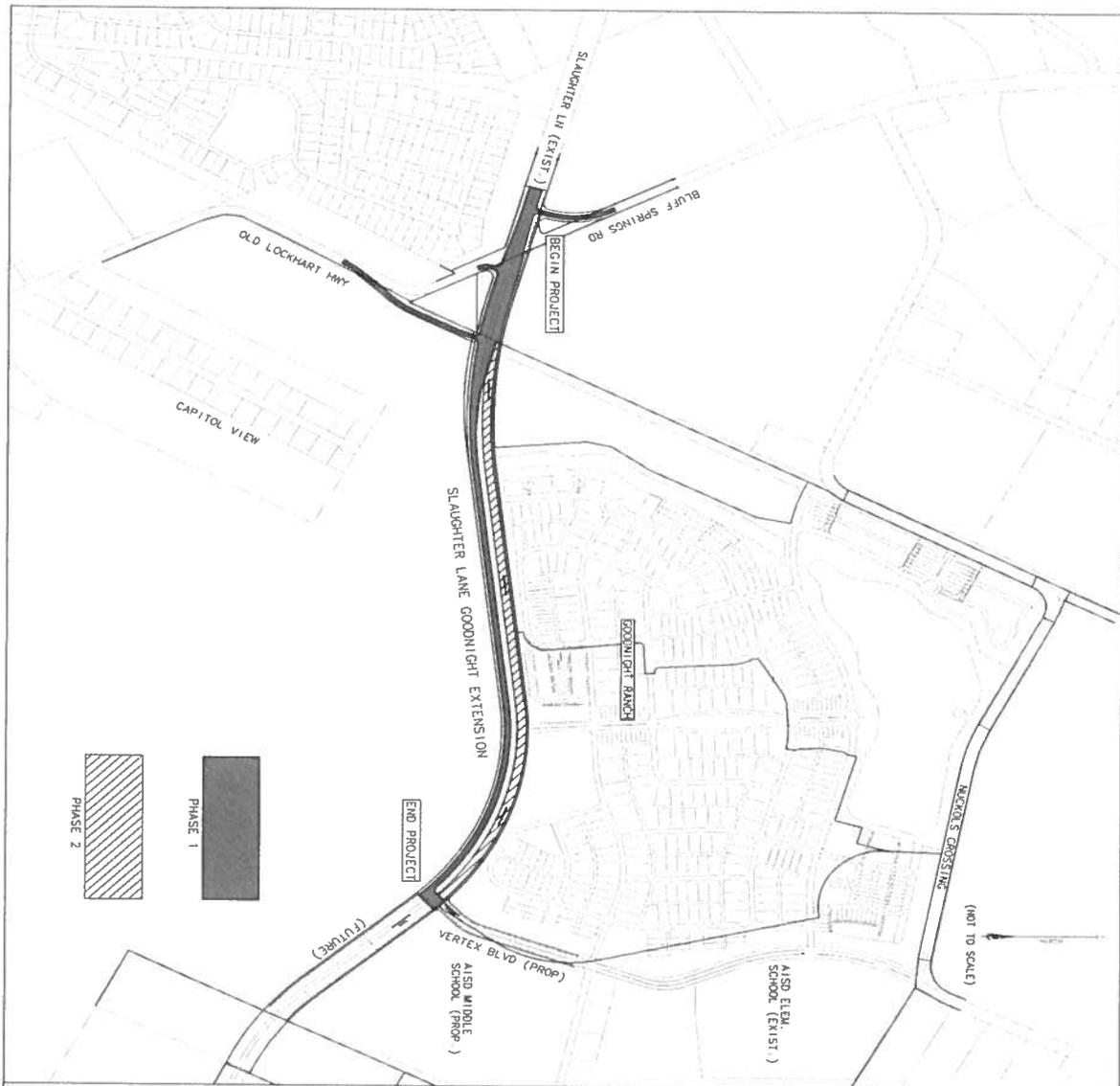
Adjustment/Relocation Costs for the City of Austin's Utilities

HPE ENGINEERING:

Item	Quantity	Description	Rate (\$)	Amount(\$)
Project Manager	37	AWU Utility Relocation	120.00	4,440.00
Assistant Engineer	21	AWU Utility Relocation	105.00	2,205.00
Technician	13.5	AWU Utility Relocation	65.00	877.50
Total:				7,522.50

DNT CONSTRUCTION:

BID ITEM	BID ITEM DESCRIPTION	UNIT TYPE	C.O. QTY	UNIT PRICE (\$)	C.O. AMOUNT (\$)
1	Adjust Valve Casting	EA	19.00	700.00	13,300.00
2	Adjust FH To Grade	EA	2.00	500.00	1,000.00
3	Adjust Drain Valve	EA	1.00	500.00	500.00
4	Adjust Air Release Valve	EA	1.00	300.00	300.00
5	Adjust PRV Vault & Manhole LS		1.00	3,000.00	3,000.00
TOTAL					\$18,100.00
GRAND TOTAL:					\$25,622.50



**SLAUGHTER LANE GOODNIGHT
PHASES 1 & 2
EXHIBIT B**

HANRAHAN • PRITCHARD ENGINEERING, INC.
CONSULTING ENGINEERS
(TX. PE FIRM REG. #418)
6333 Chase Park Drive
AUSTIN, TEXAS 78754
OFFICE: 512.459.4734 FAX: 512.459.4752
info@hp-eng.com

HPE

File: Projects\SLAUGHTER LANE GOODNIGHT PHASES 1&2\SLAUGHTER GOODNIGHT EX B	Graphics: EXHIBIT B
Job No: 000-00	Scale (Plot): N/A
Scale (Orig): NTS	Scale (Print): N/A
Date: 6-9-12	Checked By: LAMH Drawn By: LH

SHEET
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