

MAYOR
Vacant

MAYOR PRO-TEM
Kara Gilliland



ALDERMAN
Larry Sawyer
Laura Almond
Wayne DeCesaris
Eugene Long

**SPECIAL CALLED MEETING OF THE LLANO CITY COUNCIL
CITY HALL, 301 WEST MAIN STREET, LLANO, TEXAS
9:00 AM. MONDAY, JUNE 13, 2022**

AGENDA

This notice is posted pursuant to the Texas Open Meetings Act. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO U.S AND TEXAS FLAGS and INVOCATION

3. REGULAR AGENDA ITEMS

- a. Discuss and consider approving an interlocal agreement with LCRA for the Llano River Bathymetric Study.
- b. Discuss and consider action on purchasing materials for boards on the dam and funding.
- c. Discuss funding options for LCRA Study and boards on the dam materials.

4. ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 – consultation with counsel on legal matters; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; Sec. 551.089 - deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed during Executive Session. Although a quorum of the members of other Boards or Commissions, may or may not be in attendance, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. In compliance with the Americans with Disabilities Act, the City of Llano will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please call 325-247-4158 Ext. 107.

I, Brenda Poe, City Secretary, do hereby certify that a copy of the June 13, 2022 Llano City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.CityofLlano.com, in compliance with Chapter 551, Texas Government Code.

Brenda Poe

Brenda Poe, TRMC, City Secretary

6/9/22 6:30 p.m.

Date and Time Posted

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is entered into by and between the **Lower Colorado River Authority** (the “**LCRA**” or “**Performing Agency**”), a conservation and reclamation district of the State of Texas, and the **City of Llano, Texas** (the “**City**” or “**Receiving Agency**”), a municipality incorporated under the laws of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

RECITALS

Whereas the Parties desire to work together to increase the efficiency and effectiveness of local government by contracting with each other to assist each other in carrying out governmental functions and services;

Therefore, the Parties agree as follows:

I. STATEMENT OF SERVICES TO BE PERFORMED

LCRA will conduct a volumetric survey of Llano City Lake and Llano Park Lake. A complete description of the services, as they are determined, will be set forth in numbered attachments and will be incorporated herein by reference.

II. PAYMENTS

Charges will be based on the methodologies outlined in the Attachments. The City of Llano acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act.

III. PAYMENT FOR SERVICES

Within 45 calendar days of receipt of an itemized invoice from the LCRA describing in detail the services performed, the City of Llano shall pay for services actually received. Invoices shall be emailed or sent by LCRA to:

Josh Becker
City of Llano
301 W. Main St.
Llano, TX 78643

IV. TERM OF AGREEMENT

The term of this Agreement shall be from June 13, 2022 through December 12, 2022.

The Parties may extend the term of this Agreement by a written amendment signed by authorized representatives of each party. No amendment may extend the term of this Agreement beyond a total of five years from its original effective date.

V. INTELLECTUAL PROPERTY

The Parties agree that all intellectual property interests which may result from work performed under this Agreement shall remain with LCRA but by virtue of this Agreement, LCRA grants the City a perpetual, royalty-free license to use, release, disclose, copy and reproduce such intellectual property contained in any Deliverable for purposes of operation, analysis, testing, and improvement to its processes. No language contained in invoices or other communication purporting to negate or restrict such license shall be effective.

VI. FORCE MAJEURE

The nonperformance or delayed performance by Performing Agency of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Performing Agency knew of or should reasonably have been able to foresee such an event and failed to promptly take measures to avoid the event or implement mitigating measures. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism; natural disasters; strikes; epidemics or quarantine restrictions; riot; or sabotage.

Upon occurrence of a Force Majeure, the date for performance of work in progress under this Agreement shall be extended for a period equal to the time lost by reason of the delay provided Performing Agency has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken.

LCRA's performance for specific deliverables may also be delayed as outlined in the Attachments.

VII. TERMINATION FOR CONVENIENCE

The Parties shall each have the right to terminate this Agreement at any time upon 30 calendar day's written notice. After receipt of the notice of termination, the Performing Agency shall immediately proceed with the following obligations:

1. Stop all ongoing work in accordance with the notice;
2. Place no further orders for materials or work;
3. Terminate all subcontracts as applicable and cancel all materials and equipment orders, as applicable; and
4. Take any action necessary to protect and preserve property related to this Agreement that is in the possession of the Performing Agency.

In the event of a termination under this Article, the City shall pay equitable termination charges, including payment for portions of work completed and materials purchased, and out-of-pocket costs that have been reasonably incurred by Performing Agency as a result of terminating this Agreement.

Neither Party shall be liable to the other in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for lost profits, loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

VII. IMMUNITY OR DEFENSE

It is expressly understood that LCRA and the City do not waive, and shall not be deemed to waive, any immunity or defense that would otherwise be available to them. Nothing in this Agreement shall be construed to create a right or ground of recovery for any third party.

VII. WARRANTIES

THE PERFORMING AGENCY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE PRODUCT(S), REPORT(S), OR RESULT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ANY SUCH INVENTION(S), PRODUCT(S), REPORT(S), OR RESULT(S), OR THAT THE USE OF ANY SUCH INVENTION(S), PRODUCT(S), REPORT(S), OR RESULT(S) WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.

VIII. NOTICES

All notices or other communications required under this Agreement may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below:

For the Performing Agency:

David Murdoch
LCRA
3700 Lake Austin Blvd.
Mail Stop R316
Austin, TX 78703
E: david.murdoch@lcra.org
P: 512-730-6035

For the Receiving Agency:

Josh Becker
City of Llano
301 W. Main St.
Llano, TX 78643
E: JBecker@cityofllano.com
P: 325-423-0147

IX. RIGHTS AND DUTIES OF THE PARTIES

Receiving Agency: When the Receiving Agency requests assistance from the Performing Agency, the Receiving Agency shall:

- A. Diligently work with the Performing Agency to develop a mutually agreeable SOW (as an Attachment or Attachment to this Agreement) containing, at a minimum, a description of the work requested, parts specifications if applicable, timelines for completion of phases of work and the entire project, descriptions of deliverables, and an estimated budget. Other information may be needed depending on the SOW and Receiving Agency shall provide such requested information in a reasonable time after Performing Agency requests it;
- B. Provide a point of contact for Performing Agency for each SOW; and

- C. Designate any performance criteria needed for measuring project success.

Performing Agency: The Performing Agency shall:

- A. Cooperate with the Receiving Agency to develop a mutually agreed upon SOW;
- B. Provide competent staff to perform the work described in the SOW;
- C. Diligently proceed with performing the work described in the SOW; and
- D. Advise Receiving Agency of project status especially when mission critical functions occur that may jeopardize Performing Agency's ability to meet Receiving Party's requested deadline.

X. ADDITIONAL TERMS AND CONDITIONS

- A. *To the extent allowed by law, the City shall indemnify and hold the LCRA, its directors, officers, employees, and agents harmless from all claims, damages, losses, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from this Agreement and caused, in whole or in part, by the act or omission of the City, anyone directly or indirectly employed by it, or anyone for whose acts the City may be liable.*
- B. The Parties certify that: (1) the services specified or requested in this Agreement are necessary and essential for activities that are properly within their statutory functions; (2) the proposed arrangements serve the interest of efficient and economical administration of state government; (3) the respective governing body of each Party has authorized this Agreement; (4) the performance of services under this Agreement will be secondary to each Party's mission critical functions and work will be diligently performed to meet requested deadlines as allowed by mission critical functions; (5) the services obtained under this Agreement are not for engineering or architectural services; and (6) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.
- C. This Agreement constitutes the entire agreement between the Parties with respect to these terms and conditions applied to each agreed upon Statement of Work.
- D. If any section of this Agreement is declared invalid by any court of competent jurisdiction, such decree shall not affect the remainder of the Agreement which shall remain in full force and effect in accordance with the original intent of the Parties.
- E. The failure of either Party at any one or more times to insist upon strict performance of the terms and conditions of this Agreement shall not be construed as a waiver of the right to demand strict compliance.
- F. LCRA further certifies that it has the authority to contract for the services specified in this Agreement by authority granted in the Lower Colorado River Act of 1934, now codified at Chapter 8503, Texas Special District Local Laws Code, as amended.
- G. The City further certifies that it has the authority to contract for the services specified in this Agreement by authority granted in the [REDACTED].

IN WITNESS WHEREOF, LCRA and the City have made and executed this Agreement by their signatures below. The Effective Date shall be the date of the last signature below.

LOWER COLORADO RIVER AUTHORITY:

CITY OF LLANO, TEXAS:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Draft

Attachment A

Statement of Services and Project Costs: Llano River and Llano Park Lakes Volume Survey

LCRA Point of Contact	David Murdoch LCRA 3700 Lake Austin Blvd. Mail Stop R316 Austin, TX 78703 E: david.murdoch@lcra.org P: 512.730.6035
City of Bastrop Point of Contact	Josh Becker City of Llano 301 W. Main St. Llano, TX 78643 E: JBecker@cityofllano.com P: 325-423-0147

I - BACKGROUND

The City would like to contract with LCRA to conduct a bathymetry survey of Llano City Lake and Llano Park Lake to determine the volume of water currently in storage.

II - STATEMENT OF WORK

LCRA agrees to:

- A. Collect water depth samples across the surface of both lakes.
- B. Analyze and conduct QA/QC on the field data.
- C. Determine the volume of water in storage on the days of the field data collection.
- D. Provide the City with a written report of the survey and findings.

The City agrees to:

- A. pay LCRA on a *time and materials not to exceed* basis for the completion of the survey and report.

III - TERM OF SOW & PAYMENTS

The primary term of this SOW begins is of the date of the last signature on the SOW and is for 180 days. Subject to the availability of LCRA staff as described below, LCRA will complete the field work within four weeks of the last signature date on this agreement, and will submit the final report to the City within two weeks of completing the field data collection. This schedule assumes no critical operations arise for LCRA Hydromet or River Operations Departments that would require immediate attention of LCRA staff, such as a flood event, emergency hydroelectric operations, etc.

Under the terms of this Agreement, the City agrees to pay LCRA:

- A. For all actual labor costs, for travel related costs to and from the work site, and equipment use fees. This SOW has a not-to-exceed cost of \$20,155. A breakdown of the costs follows:

Labor: 296 staff hours @ \$66.82/hr = \$19,779
Travel: to and from Llano, TX for 3 trucks for 8 days = \$285
Equipment use: Sontek M9 ADCP, Teledyne Qboat = 8 days @ \$11.39/day = \$91

IV- REPORTS AND/OR OTHER DELIVERABLES

LCRA will provide the City with an electronic written report including a description of the methods used, a volume-elevation-area rating curve, and figures showing the river channel topography and depth contour lines.

If the City desires any additional analysis that goes beyond the scope of work described here, this SOW will be modified to include the additional work, or the Parties may develop an additional SOW.

V – APPROVAL

The Parties hereto have caused this Statement of Work to be executed by their respective authorized representatives and this SOW is effective as of the date of the last signature below. Any changes to this SOW must be made in writing and signed by both parties.

LOWER COLORADO RIVER AUTHORITY:

CITY OF LLANO, TEXAS:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____