

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 5th day of April, 2012, by and between WILLIAMSON COUNTY, (the "County") and the CITY OF LEANDER, (the "City"), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the County and the City desire to participate in the construction, operation and maintenance of the extension of Lakeline Boulevard, together with drainage and appurtenances, from Crystal Falls Parkway to FM 2243 (the "Project"); and

WHEREAS, the City has acquired all of the right-of-way for the Project to date and will continue to be responsible for acquiring any additional right-of-way or related easements and associated costs, if necessary; and

WHEREAS, pursuant to the terms and conditions stated herein, the City agrees to operate and maintain the Project after construction is complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

FINDINGS

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.
2. **Project.** The County will design four lanes and construct two lanes of the Project from Crystal

Falls Parkway to FM 2243 within three years after approval of this Agreement. The Project will be constructed pursuant to the City of Leander standards, except as otherwise stated herein. The parties agree to continue conferring regarding the design and construction of the Project.

II.

Party Responsibilities

1. City Responsibilities.

a. The City will continue to be responsible for the provision of right-of-way, drainage easements, other appurtenances, and associated costs related to the Project.

b. The City shall be responsible for operating and maintaining the Project after the Project is complete. All rights-of-way and related easements shall be conveyed to the City after construction is complete.

c. The City staff will be available for Project meetings as requested by the County and will provide responses to any Project-related inquiries within 24 hours after written notification.

d. Any landowner requirements, whether contractual or otherwise, over and above the normal City of Leander road construction specifications, including, but not limited to, fencing above normal County standards, utility over-sizing, drainage unrelated to the roads, excessive driveway design, sleeves under the road, cattle crossings, etc., will be the responsibility of the City.

2. County Responsibilities.

a. The County shall be responsible for the construction of two-lane, curbed-and guttered roadway, designed pursuant to the City of Leander roadway design specifications. The parties acknowledge, however, that the County will not construct or be in any way responsible for the installation of street lighting or sidewalks.

b. The County agrees to assign any and all warranties related to the Project to the City when the City assumes operation and maintenance of the Project.

c. The County agrees to co-operate with the City in the location or re-location of all utilities.

d. The County shall only be responsible for funding up to Five Million, Two Hundred and Fifty Thousand Dollars (\$5,250,000) for the design and engineering of the Project. If the construction bid (or subsequent change orders) is above \$5,250,000, the parties agree to confer and re-design the Project so as to stay under the \$5,250,000 limit.

e. The County shall be responsible for all Project communications with the public, including abutting landowners, utilities, and other governmental entities.

f. The County agrees to provide written monthly Project updates to the City. The County will meet with City representatives as reasonably requested by the City.

III.

Term of Agreement

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five years.

IV.

General and Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Williamson County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies other than as stated herein.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights

or claim on behalf of any third party. Neither the City nor Williamson County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: _____
DAN A. GATTIS
County Judge
Williamson County, Texas

CITY OF LEANDER

By:  _____
JOHN COWMAN
MAYOR