

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This Interlocal Agreement (the "Agreement") is entered into as of this 26th day of June, 2014, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments 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 City desires to widen University Boulevard from IH-35 to Sunrise Road (the "Project", as shown on **Exhibit "A"**, attached hereto).

WHEREAS, the County desires to co-operate with the City by sharing in some of the design and construction costs for the Project

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Project Improvement.

1.1 The Road Improvements. The improvements to University Boulevard from IH-35 to Sunrise Road shall consist of all of the items listed in **Exhibit "B"**, attached hereto and incorporated herein (the "Road Improvements"). The Road Improvements shall also include all engineering, legal, financing, or other expenses incident to the improvement of the Project.

1.2 Obligation of the City. The City shall be responsible for the planning, design, right-of-way acquisition, utility relocation and construction of all Road Improvements, as well as all other costs related to the Project. The City shall

complete construction of the Project within five (5) years from the date of execution of this Agreement.

1.3 Obligation of the County. The County shall pay to the City the following sums: \$2,500,000 after the City and the County have executed this Agreement and \$2,500,000 after the City has acquired or otherwise received possession of all of the necessary right-of-way and easements needed for the roadway expansion, which for the purposes of this Agreement may include rights-of-entry or possession and use agreement(s) for the aforementioned right-of-way parcels.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the contract for the Project has not been approved by the City within one (1) year after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

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WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By:  _____
Alan McGraw, Mayor

Date: 6.26.14

Exhibit "B"

University Boulevard Widening Project

Work to be performed within the project:

- 1) Engineering design and related professional services (including Legal, Surveying, Appraisals, etc.)
- 2) Right-of-way and easement acquisition, to include related professional services
- 3) Utility design and relocation, including agreements for relocation with third party providers
- 4) Construction, including roadways, sidewalks, drainage, landscaping, utilities, and related appurtenances.