

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF TAYLOR, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF EXPO CENTER ROAD**

THIS INTERLOCAL AGREEMENT is made and entered into effective this _____ day of _____, 2015, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF TAYLOR, TEXAS (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 City and the County desire to construct a paved roadway known as “Bill Pickett Trail” (the “Road”), as depicted in Exhibit “A,” attached hereto; and

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

1. 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. The County agrees to be solely responsible for the design, construction, and cost of the Road.
3. The Road is to be constructed by the County in accordance with applicable City engineering standards, codes, and specifications.
4. The City agrees to allow the County to construct the Road within the City limits.

5. The City agrees to be responsible for the operation and maintenance of the Road after completion and acceptance by the City.
6. The City agrees to be solely responsible for all costs related to the acquisition of the “Wolbreck Right-of-Way,” as depicted in Exhibit “B,” attached hereto, and to be responsible for the maintenance of same. The City and the County agree to share equally in the legal costs related to the acquisition of the Wolbreck Right-of-Way, with the County’s 50% share being no more than \$6,000.
7. Neither the City nor the 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.
8. 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.
9. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.
10. 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.

11. 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

ATTEST:

CITY OF TAYLOR, TEXAS

By: _____
Jesse Ancira, Jr., Mayor

ATTEST:
