

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF
JARRELL, TEXAS REGARDING THE SHARING OF COSTS TO DESIGN AND CONSTRUCT
CERTAIN SECTIONS OF RONALD REAGAN BOULEVARD AND COUNTY ROAD 305**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2017, by and between WILLIAMSON COUNTY (the "County") and the CITY OF JARRELL, 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 are interested in sharing the costs for the design and construction of certain sections of Ronald Reagan Boulevard at IH 35 and County Road 305 at IH 35 (collectively referred to herein as the "Projects"), as shown on Exhibits "A" and "B", attached hereto and incorporated herein; and

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. **Projects Definition.** The Projects shall be the design and construction of certain sections of the Ronald Reagan Boulevard at IH 35 ("Reagan Project") and County Road 305 at IH 35 ("CR 305 Project"), within the city limits of Jarrell, said sections being as shown on Exhibits "A" and "B",

respectively. The Projects are to be constructed by the Texas Department of Transportation ("TxDOT") pending the availability of funding.

3. **County Obligations.** The County agrees to be solely responsible for the design of the Projects. Except the City's Contribution, as stated below, the County will be solely responsible for the payment of all costs related to the design, acquisition of right-of-way, and relocation of utilities not owned by the City.

4. **City Obligations.** The City will pay to the County the sum of \$60,000.00 for the Reagan Project and \$60,000.00 for the CR305 Project, for a total contribution of \$120,000.00 towards the cost of the Projects ("City's Contribution").

5. **City Payments.** The City shall remit to the County all payments agreed to as stated above within ten (10) days of County sending written request, which shall occur before contracts for the Projects are awarded.

6. **Ownership of Work.** The City agrees to allow the County to construct the Projects within the City limits. The City agrees to continue to be responsible for the operation and maintenance of the Projects after completion.

II.

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.

8. **Authorization.** The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.

9. **Notice.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

CITY:

City of Jarrell
161 Town Center Blvd.
Jarrell, Texas 765374
Attn: City Manager
Telephone: (512) 746.4593

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 JARRELL, TEXAS

By: _____
Larry Bush, Mayor