

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF HUTTO**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2017, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Hutto, 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, County desires to extend CR 119 north from Limmer Loop to Chandler Road (the "Project") as shown on **Exhibit "A"**, attached hereto.

WHEREAS, as part of the Project, County will perform minor construction and restriping within the City limits, and

WHEREAS, City desires to co-operate with County by allowing the County to design and construct the portion of Project within the City limits, and

WHEREAS, the City desires to reimburse the County for some of the costs related to the construction of the Project, and

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

A.

TERMS AND CONDITIONS

1. Project Obligations.

1.1 Obligation of the County. County shall be responsible for the planning, design, right-of-way acquisition (if any), utility relocation and construction of the Project. County shall submit construction plans to City for approval prior to contract award. City will maintain the portion of the Project roadway located in the City limits and County will maintain the portion of the Project roadway constructed outside of the City limits until it is annexed or otherwise removed from County's jurisdiction.

1.2 Obligation of the City. City permits County to construct the Project on property inside of the City limits. City will continue to operate and maintain the portion of CR 119 that is inside the City limits after construction of the Project.

1.3 Shared Obligation. City shall be responsible for the payment of 10% of the costs related to the planning, design, right-of-way acquisition, utility relocation, and construction of the Project ("Project Costs"), not to exceed \$1,000,000.00. County shall be responsible for payment of the remaining Project Costs.

2. Payment Terms

2.1 Initial Payment. County shall be responsible for the initial payment of all Project Costs. City shall reimburse County its share of Project Costs as follows:

\$500,000 within ten days after contract award,
\$250,000 within one year after contract award,
\$250,000 within two years after contract award

In no event will the total payment exceed 10% of the Project Costs or \$1,000,000, whichever is less.

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. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party as shown below:

COUNTY: Williamson County
Attn: County Judge
710 S. Main Street
Suite 101
Georgetown, TX 78626

CITY: City of Hutto
Attn: City Manager
401 W. Front Street
Hutto, TX 78634

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. **No Joint Venture.** This Agreement shall not constitute a joint venture or other partnership between the 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.

WILLIAMSON COUNTY

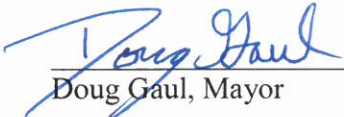
By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF HUTTO, TEXAS

By:  _____
Doug Gaul, Mayor

Date: 4-20-17 _____

Attest:

 _____
Seth Gibson, City Secretary