

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION OF
ADDITIONAL TWO LANES
OF THE NORTH MAYS EXTENSION**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2018, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF ROUND ROCK, 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;

WHEREAS, the City and the County have cooperated to design and construct a two-lane paved roadway known as the North Mays Extension from Paloma Drive to Oakmont Drive, with a four lane bridge, approximately 1,220 feet long, over Chandler Branch in Round Rock, Texas (the “Final Design”), as shown on Exhibit “A”; and

WHEREAS, the City and the County now wish to cooperate in the design and construction of an additional two lanes of the North Mays Extension from Paloma Drive to just north of Oakmont Drive.

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 this agreement will be in full force and effect when approved by each party.
2. The County agrees to be responsible for all costs associated with the Final Design as described in the Scope of Services in Exhibit “A”, attached hereto and incorporated herein, and to construct said four lanes pursuant to the Final Design.

3. The City agrees to pay to the County, pursuant to the conditions stated herein,, twenty-four (24%) percent all Costs of Construction based on the Final Design, up to and no more than \$3,800,000. The current estimate of the City's share is \$3,434,000. Costs of Construction include all costs related to roadway construction, sidewalks, lighting, water and wastewater relocation, drainage and other costs related to the construction based on the Final Design. Upon the County's approval of each invoice for Costs of Construction, the County will transmit a copy of the invoice to the City. Upon timely receipt, proper documentation and approval of each invoice, the City shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said invoice.
4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
5. The County agrees to consult and obtain the approval of City staff regarding the Final Design prior to award of a Project contract for construction.
6. Neither the City nor 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.
7. 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.
8. 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.

9. 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.
10. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City.
11. This Agreement is executed to be effective on the date the last Party signs this Agreement.
12. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

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

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sarah White, City Clerk

Exhibit A

Scope of Services

The County will provide plans, specifications and estimate (PS&E) development for a four lane section of North Mays (Arterial M) from Paloma to Oakmont. The development of plans and specifications includes the design of the following project components: roadway, all required drainage systems, bridge structure, roadway illumination, traffic control plans, erosion control plans, all necessary water quality and BMPs, and signing and marking plans. The County will also be responsible for necessary utility relocations to include the design of any City of Round Rock water and wastewater lines that require relocation due to this project. The County will also perform necessary environmental due diligence tasks in conformance with the Williamson County Environmental Protocol and obtain necessary TCEQ permits.