

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF CEDAR PARK, TEXAS REGARDING THE IMPROVEMENTS TO AND
ANNEXATION OF CR 272**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2018, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF CEDAR PARK, 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 desires to design and construct certain improvements (the “Project”) to Williamson County Road 272 (“CR 272”); and

WHEREAS, the County desires that the City annex CR 272, in accordance with Texas Local Government Code Chapter 43; and

WHEREAS, the City and the County now wish to cooperate in the annexation of CR 272 and the design and construction of the Project.

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

1. Definition of Project. When used in this Agreement, the term “Project” shall mean design and construction of a replacement of the CR 272 low water road crossing at Brushy Creek, as reflected in Exhibit A, attached hereto and incorporated herein.
2. 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.
3. The City agrees to be responsible for all costs associated with the design and construction of the Project as described in Exhibit “A”.

4. The County agrees to pay to the City, after a contract for the design and construction of the Project is awarded and after thirty (30) days written notice, the total sum of \$180,000.
5. Upon execution of this Agreement, the City agrees to immediately begin annexation proceedings for CR 272.
6. The City agrees to be responsible for the operation and maintenance of that portion of the Project which lies in the city limits after Project completion and upon annexation of CR 272.
7. The County hereby requests that the City annex the entirety of the roadway and right of way of CR 272, as reflected in Exhibit A, pursuant to Section 43.1055 of the Texas Local Government Code, and further agrees to cooperate in all succeeding annexation procedures.
8. 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.
9. 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.
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, 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.

12. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project, acceptance of the public improvements by City, and complete annexation of the Property.
13. This Agreement is executed on the date the last Party signs this Agreement.
14. 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.
15. Notices. Any and all notices required by this Agreement shall be submitted to the following persons in writing:

A. To City:
Darwin Marchell
City of Cedar Park, Texas
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Email: darwin.marchell@cedarparktexas.gov

Copy to:
J.P. LeCompte, City Attorney
City of Cedar Park, Texas
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
jp.lecompte@cedarparktexas.gov

B. To County:
J. Terron Evertson, County Engineer
Williamson County, Texas
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Email: tevertson@wilco.org

16. Dispute Resolution. Before any legal action is taken to enforce any term or condition under this Agreement, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules.

17. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All previous oral or written promises or agreements by the parties hereto are void. This Agreement shall not be amended or altered except by a written document signed by the parties.

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

CITY OF CEDAR PARK, TEXAS *JPK*

By: *Corbin Van Arsdale* _____
Corbin Van Arsdale, Mayor