

STATE OF TEXAS	§	ASSIGNMENT AND ASSUMPTION OF
	§	TEXAS DEPARTMENT OF
		TRANSPORTATION
COUNTY OF WILLIAMSON	§	ADVANCE FUNDING AGREEMENT
	§	
		FOR WILLIAMS DRIVE
CITY OF GEORGETOWN	§	

This Assignment and Assumption of Texas Department of Transportation Advance Funding Agreement for Williams Drive (“**Agreement**”) is entered by and between the CITY OF GEORGETOWN, TEXAS, a Texas home rule municipal corporation (“**City**”) and WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (“**County**”). The City and the County are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, the Texas Department of Transportation (“**TxDOT**”) is in the process of releasing its jurisdiction over a portion of Williams Drive in Williamson County, Texas to the County and the City; and

WHEREAS, the County and City mutually desire to conduct certain roadway improvements to widen and expand a portion of Williams Drive, and the County has agreed to undertake the roadway project on behalf of the City; and

WHEREAS, the project includes the expansion and widening of RM 2338 from DB Wood Drive to FM 3405 and maintenance of RM 2338 from the southbound frontage road of IH-35 to FM 3405 (the “**Project**”), and

WHEREAS, the County and the City are in the process of finalizing an Interlocal Agreement which addresses the project management and cost sharing responsibilities of each of them related to the Project, but said Interlocal Agreement has not yet been finalized; and

WHEREAS, the County and City jointly applied for federal funds to assist with the Project, and federal funds have been awarded to the Project per that certain Advance Funding Agreement No.CSJ-2211-01-016 (Dist # 14; Code Chart 64 # 16000; RM 2338 W or FM 3405 to Cedar Breaks Road) by and between the Texas Department of Transportation and City (the “**AFA Agreement**”), a copy of which is attached hereto and made a part hereof for all purposes; and

WHEREAS the AFA Agreement provides that no reimbursement for work done prior to receipt of a Federal Letter of Authority will be approved, and the County desires to move forward on the Project forthwith and has agreed to assume all rights and obligations of the City under the AFA Agreement; and

WHEREAS, the City does not desire to delay the Project and has agreed to the assignment of the AFA Agreement to the County prior to the finalization of the Interlocal Agreement on the express condition that the City's share of the Project costs be reduced by 65% of the amount of the grant that is the subject of the AFA Agreement, and that the City be released from all terms of the AFA Agreement on the effective date of this Agreement; and

WHEREAS, the City desires to assign the AFA Agreement to County and County wishes to accept such assignment and assume the obligations of City under the AFA Agreement per the terms and conditions of this Agreement; and

WHEREAS, the City Council of the City of Georgetown and the Williamson County Commissioner's Court have each approved the assignment of the AFA Agreement from City to County and has authorized the persons whose signatures appear below to execute this Agreement to evidence such approval.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth therein, the Parties hereby agree as follows:**

1. Effect of Recitals. Each of the above recitals is true and correct to the best of each Party's knowledge and belief.
2. Assignment and Assumption. City hereby conveys, assigns, transfers and delivers to County the AFA Agreement, together with and including all of City's right, title and interest in, to and under the AFA Agreement. The City specifically does not consent to any other assignment of the AFA Agreement. County, by its signature to this Agreement, hereby agrees to be bound by each and every term and condition of the AFA Agreement, and assumes all of City's rights, liabilities and obligations under the AFA Agreement, just as though County had been the original party to the AFA Agreement. This Agreement operates as a release of the City from all rights, duties, and obligations under the AFA Agreement.
3. Effect on City Share of Project Costs. The County expressly agrees that the City's consent to assignment of the AFA Agreement to the County as set forth in this Agreement shall result in the reduction of any sums owed by the City to the County for the Project by sixty-five percent (65%) of the grant amount awarded in the AFA Agreement, and that the Interlocal Agreement shall contain terms and conditions consistent with this Agreement.
4. Notice. Any notice or other communication required or permitted under the Performance Agreement ("Notice") shall be effective when in writing and personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to County:

if to City: Assistant City Manager - Utilities  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
6. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.
7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. The parties hereby covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

AGREED this 18<sup>th</sup> day of November, 2008.

Executed this 18<sup>th</sup> day of November, 2008.

CITY OF GEORGETOWN, TEXAS

By: George G. Carver  
George G. Carver Mayor

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey  
~~Dan A. Gattis, County Judge~~  
Valerie Covey, Commissioner Pet 3

**“Exhibit A”**

AFA Agreement (version transmitted with letter dated 10/8/2008 from TxDOT to City)