

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this 19th day of February, 2009, by and between WILLIAMSON COUNTY, (the "County") and the CITY OF LEANDER, (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 County and the City desire to participate in the construction, operation and maintenance of the extension of CR 269, a major arterial, from US 183 at Old 2243 eastbound to the current terminus of CR 269, east of 183A, (the "Project"); and

WHEREAS, the County has entered into a Development Agreement with Transit Village, Ltd. ("Developer"), the owner of adjacent land, under which the Developer agrees to design and acquire all right-of-way for the Project and the County agrees to construct the Project as designed; 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. **Project.** The County and Developer have entered into a Development Agreement wherein Developer will design, to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications, a four-lane, curbed-and-guttered arterial, at the location

shown on Exhibit "A", attached hereto and incorporated herein . After the City has approved the design of the Project, the County will construct said Project pursuant to said AASHTO standards.

II.

Party Responsibilities

1. **Engineering Plans and Specifications.** The County, in concert with the Developer, will be responsible for contracting with qualified engineering firms to obtain the engineering design, plans and specifications for the Project. The Developer will coordinate and be responsible for the provision of all rights-of-entry, drainage easements, and other appurtenances necessary for the Project within its properties.
2. **City Responsibility.** The City shall be responsible for operating and maintaining the Project after the Project is complete. All rights-of-way and related easements shall be conveyed to the City prior to the City's acceptance of the Project.
3. **County Responsibility.** The County shall be responsible for the construction of four-lane, curbed-and guttered roadway, designed pursuant to the American Association of State Highway and Transportation Officials (AASHTO) roadway design specifications at the location shown on Exhibit "A". The County agrees to assign any and all warranties related to the Project to the City when the City assumes operation and maintenance of the Project.

III.

Term of Agreement and Renewal

Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for five years or until the Project is accepted by the City.

IV.

General and 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.

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 LEANDER

By: 

JOHN COWMAN

MAYOR