

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** is made and entered into effective this 14th day of December, 2010, 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 Lakeline Boulevard, together with drainage and appurtenances, from Crystal Falls Parkway to FM2243 (the "Project"); and

**WHEREAS**, the County desires the City to acquire all of the right-of-way required for the Project, construct a portion of the Project, and operate and maintain the entire Project after completion;

**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 will design four lanes and construct two lanes of the Project from Crystal Falls Parkway to FM 2243 within three (3) years after approval of this Agreement. The project shall be designed pursuant to City specifications. The parties agree to confer regarding the engineering design of the Project prior to bid advertising.

## II.

### Party Responsibilities

1. **Engineering Plans and Specifications.** The County will be responsible for contracting with qualified engineering firms to obtain the engineering design, plans and specifications for the Project.
2. **City Responsibility.** The City shall be responsible for acquiring all of the Project right-of-way and all drainage easements and other appurtenances needed for the Project. Additionally, the City shall be responsible for operating and maintaining the Project after the Project is complete. The County shall convey all rights-of-way and related easements to the City. The City shall construct or cause the construction of the additional two lanes of the Project when deemed necessary by the City.
3. **Eminent Domain.** The Project is a public capital improvement project. The Project will be a public thoroughfare and road. The City is responsible for acquiring the land and right-of-way required for the Project on behalf of Williamson County and the City. The duty and responsibility of the City to acquire the land and right-of-way shall include the obligation of the City to use and employ the power of eminent domain if reasonably necessary to acquire the land and right-of-way required for the Project. The City is also authorized to acquire the land and right-of-way required for the Project for and on behalf of the County. If the City acts to acquire any tract(s) or parcel(s) of the land and right-of-way by exercising the power of eminent domain, in addition to the eminent domain authority of the City the City is authorized to use the eminent domain authority of the County to acquire the land and right-of-way required for 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.

## 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