

**INTERLOCAL AGREEMENT BETWEEN**  
**WILLIAMSON COUNTY AND CITY OF ROUND ROCK**

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This Interlocal Agreement (the "Agreement") is entered into as of this 10<sup>th</sup> day of March, 2011, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

**RECITALS**

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments 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 City desires to annex University Boulevard from Sunrise Road to Seton Parkway (the "Project", as shown on **Exhibit "A"**, attached hereto) and, as a condition of said annexation, requires the County to perform certain improvements to the Project;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

**A.**

**TERMS AND CONDITIONS**

**1. Project Improvement.**

**1.1 The Road Improvements.** The improvements to University Boulevard from Sunrise Road to FM 1460 shall consist of all of the items listed in **Exhibits "B1-B5"**, attached hereto and incorporated herein (the "Road Improvements"). The Road Improvements shall also include all engineering, legal, financing, or other expenses incident to the improvement of the Project.

**1.2 Obligation of the County.** The County shall be responsible for the construction of all Road Improvements, as well as all other costs related to the Project.

**1.3 Design Pre-approval.** Prior to conducting any work on the Project, representatives from the City and the County shall meet and pre-approve in writing the scope of work for all Project Improvements. If both parties fail to agree on the scope of work, this Agreement shall be null and void. During construction, the City shall be allowed to have a Construction Inspector onsite to ensure the Project Improvements are acceptable.

**1.4 Obligation of the City.** The City shall take all steps necessary to annex the Project after the Road improvements are complete and accepted by the City.

**B.**

**MISCELLANEOUS PROVISIONS**

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the Road Improvements are not completed and accepted by the City within three (3) years after this Agreement is executed by both parties.

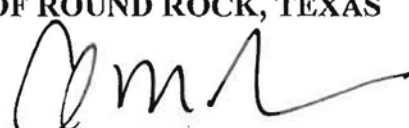
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

**WILLIAMSON COUNTY**

By:   
Honorable Dan A. Gattis, County Judge

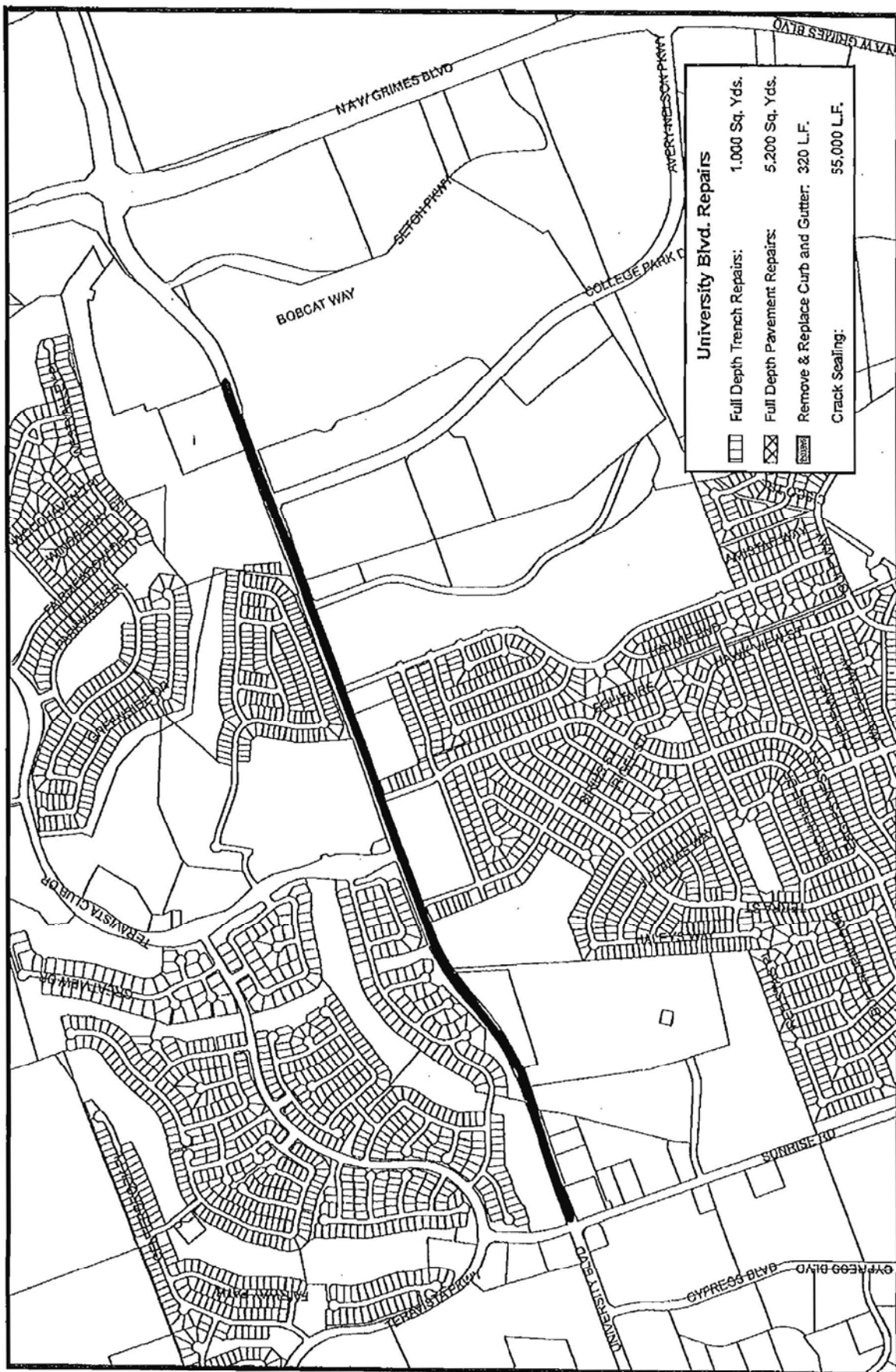
Date: 2-17-11

**CITY OF ROUND ROCK, TEXAS**

By:   
Alan McGraw, Mayor

Date: 3-10-11

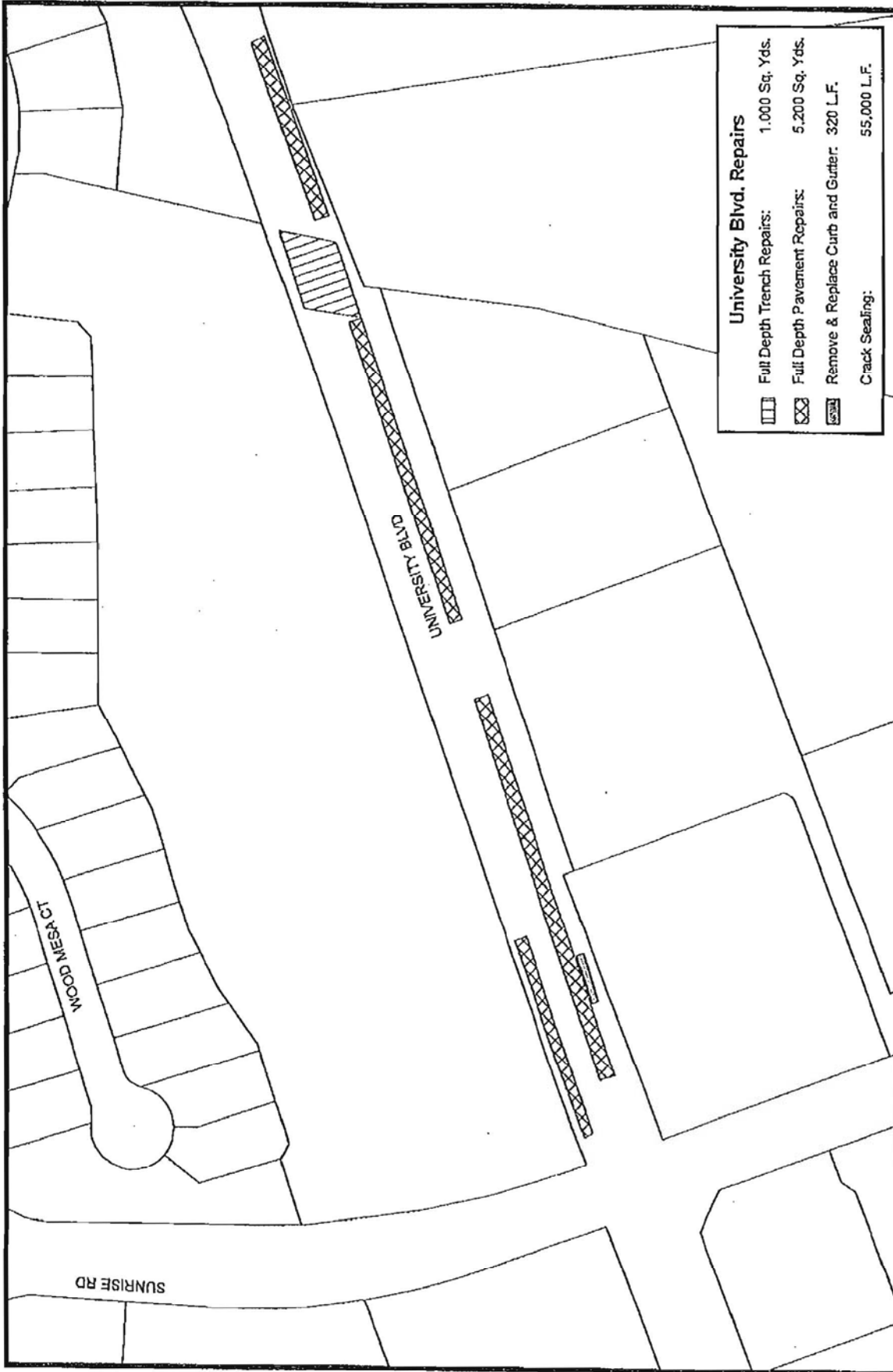




# Exhibit A

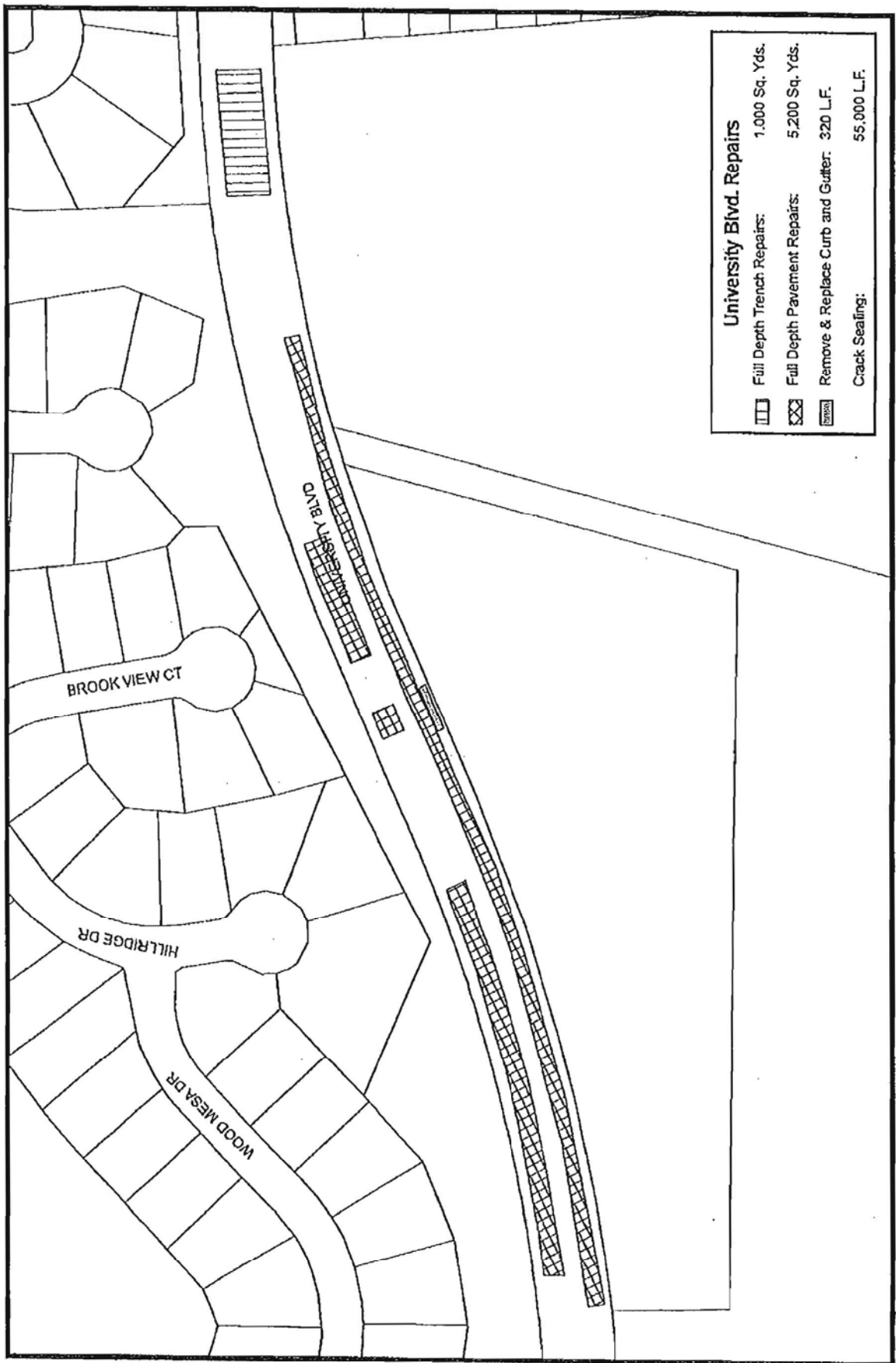
## University Blvd. Repairs





# Exhibit B1 University Pavement Repairs

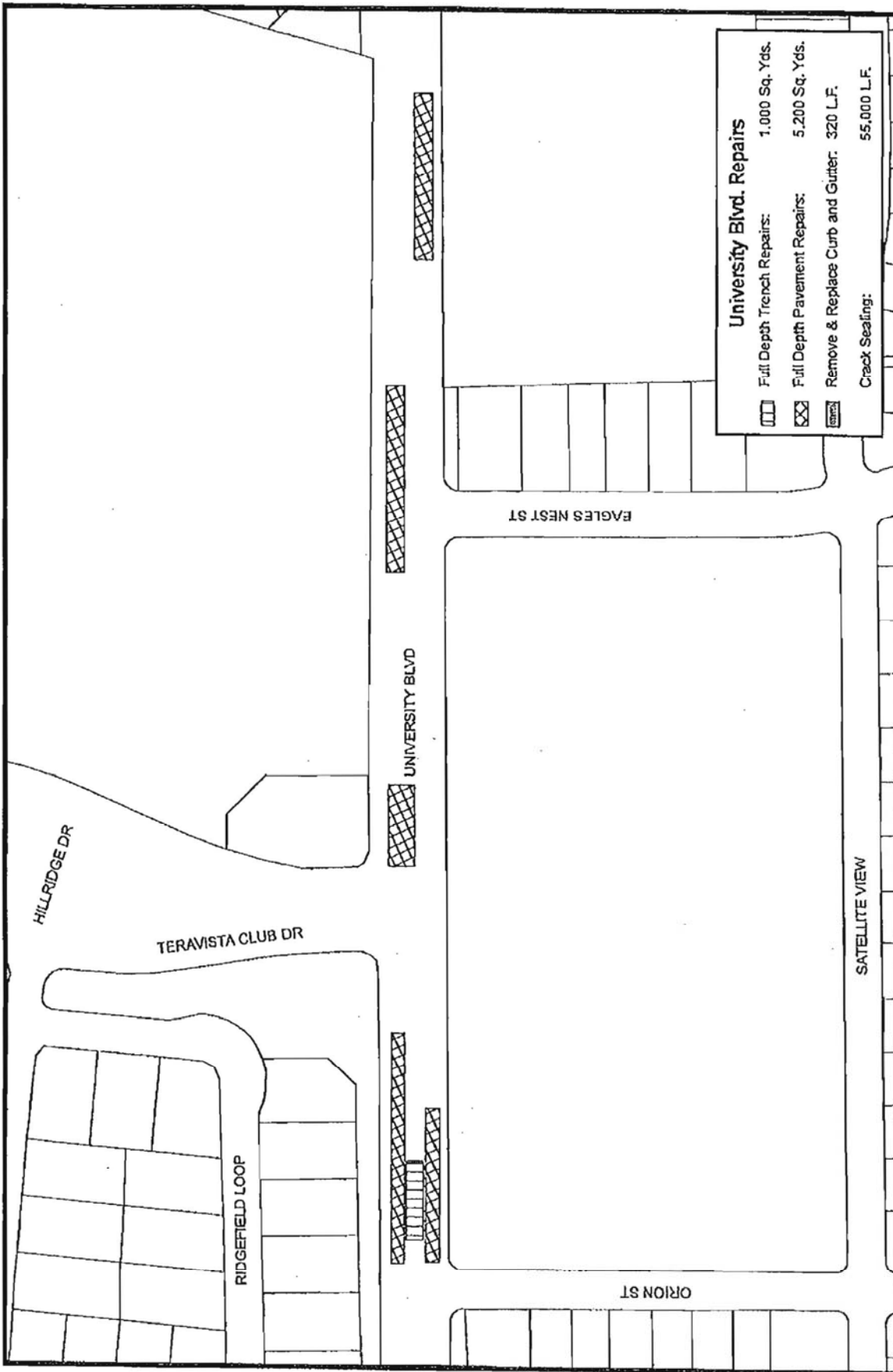




# Exhibit B2

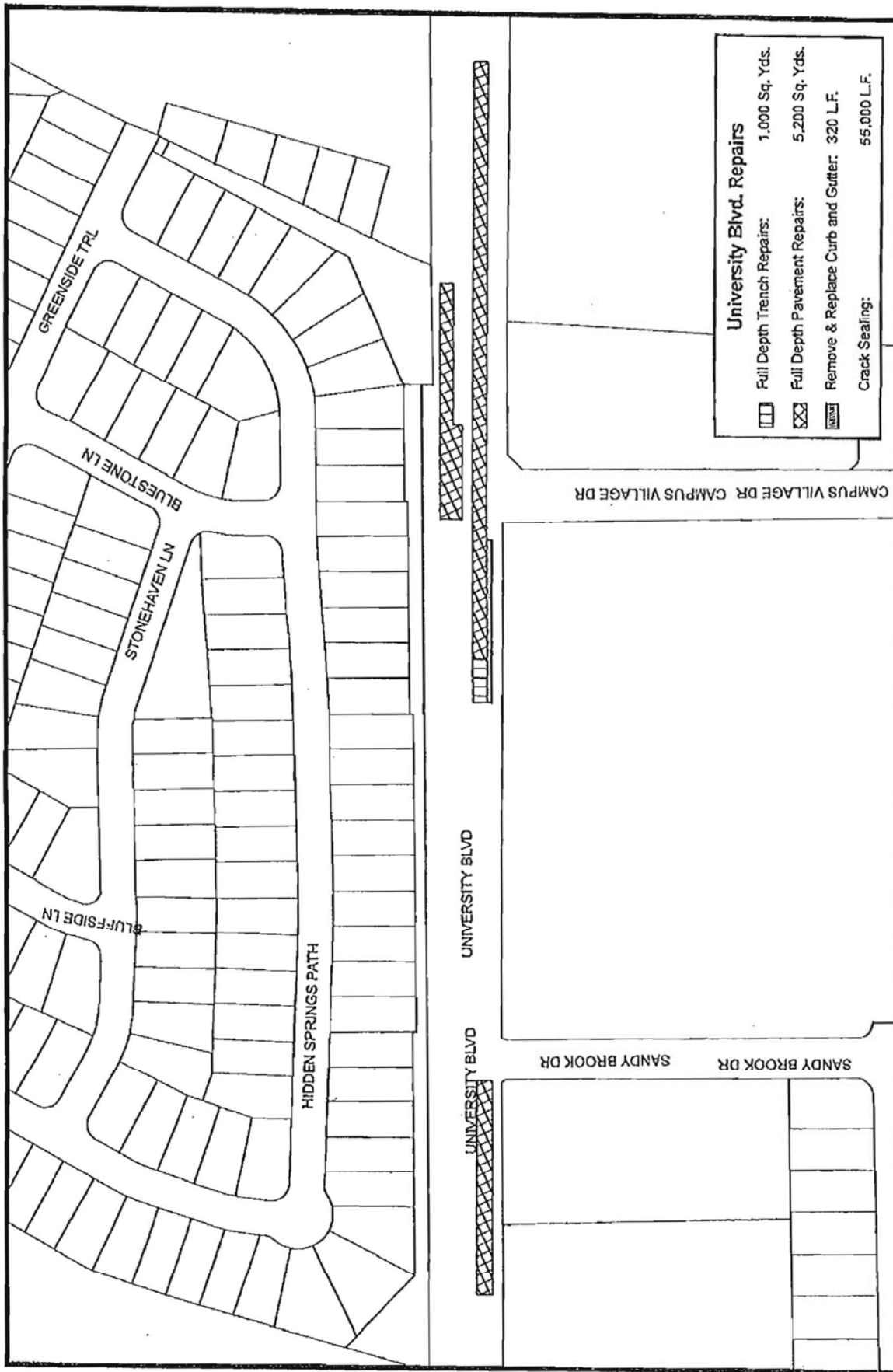
## University Pavement Repairs





# Exhibit B3 University Pavement Repairs





# Exhibit B4 University Pavement Repairs







# Exhibit B5 University Pavement Repairs

