

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effect this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (the "City"), political subdivisions of the State of Texas and are sometimes collectively referred to as "the Parties".

### 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 and for the joint use of facilities 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 and the County now desire to cooperate in the cost sharing of the funding of improvements to Arterial A, now known as Kenney Fort Boulevard, from Joe DiMaggio Boulevard to Forest Creek Boulevard, but excluding the roadway between the south side of the Union Pacific railroad right-of-way and the north side of the Brushy Creek, as shown on Exhibit "A", attached hereto (the "Project");

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, and construction testing estimated to be \$19,834,165; and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of \$8,000,000 and the City has committed the remaining funds necessary to complete Project; and

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

#### I.

#### Terms and Conditions

The term "Design" for the purposes of this agreement means engineering, surveying, geotechnical, environmental and any other professional or technical service required to produce bidding documents, plans and specifications for the Project.

The term "Right-of-Way" acquisition means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.

The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City.

The City agrees to serve as Project Manager on behalf of the County and administer all aspects of Design and Right-Of-Way acquisition for the Project including consultant selection with approval by City staff, preparation of construction plans, competitive bidding, construction and inspection of the Project.

All professional services for the Project including but not limited to the Engineering Consultant shall be procured in accordance with all applicable State laws.

The County commits to funding EIGHT MILLION DOLLARS (\$8,000,000) for the Project. Within thirty (30) calendar days of the award of a contract for any of the Project, the County shall deposit \$3,000,000 into a fund to be established and administered by the City (the "Construction Fund"). Within six months after the award of a contract, the County shall deposit an additional \$3,000,000 into the Construction Fund. The remaining \$2,000,000 shall be deposited in to the Construction Fund twelve months after the contract award.

In the event that the costs incurred by the City for Construction of the Project exceed the estimated project costs, then the City shall bear sole responsibility for completing this portion of the Project.

The County is not liable for, and it shall be the City's sole responsibility, at its own cost and expense, to pay for all Design, Construction and Right-of-Way costs related to the Project. The Project is not a joint venture between the City and the County.

The City agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the City which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The City agrees that County shall have access during normal working hours to all necessary City facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the City reasonable advance notice of intended audits.

## II.

### Miscellaneous

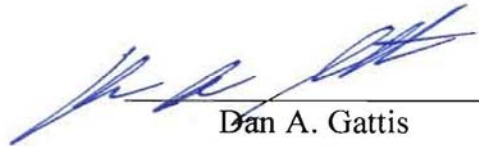
The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the

United states, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.


This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

This Agreement shall terminate if a contract for the Project is not awarded by the City within one year after the Parties execute this Agreement


This Agreement shall be performable in Williamson County, Texas.

  
\_\_\_\_\_  
Dan A. Gattis  
County Judge  
Williamson County, Texas

ATTEST:

  
\_\_\_\_\_  
Nancy Rister, County Clerk  
\_\_\_\_\_  
Alan McGraw, Mayor  
City of Round Rock, Texas

ATTEST:

  
\_\_\_\_\_  
Sara White, City Secretary