

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2015, 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 and the County desire to cooperate in the extension of Kenney Fort Boulevard from its current southern terminus to SH 45 (the "Project", as shown on **Exhibit "A"**, attached hereto).

WHEREAS, the County desires to co-operate with the City by sharing in some of the design costs for 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 Project improvements shall consist of the extension of Kenney Fort Boulevard from its current southern terminus to SH 45. The Road Improvements shall also include all engineering, legal, financing, construction or other expenses incident to the improvement of the Project.

1.2 Obligation of the City. The City shall be responsible for the planning, design, right-of-way acquisition, utility relocation and construction of all Road Improvements, as well as all other costs related to the Project. The City shall

complete design of the Project within two (2) years from the date of execution of this Agreement.

1.3 Obligation of the County. The County shall reimburse to the City a sum up to and not to exceed One Million Five Hundred Thousand (\$1,500,000) for the County's shared costs toward the planning and design of the Project.

Upon the City's approval of each invoice for Projects Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).

The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Project. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.

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 planning and design for the Project has not been completed by the City within two (2) years after this Agreement is executed by both parties.
15. **No Joint Venture.** This Agreement shall not constitute a joint venture between the 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: 01-20-2016

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Attest:

Sara White, City Clerk

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: 1-20-2016

Attest:


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CITY OF ROUND ROCK, TEXAS

By: _____
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EXHIBIT
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