

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 12th day of May, 2016, 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;

WHEREAS, the City and the County desire to cooperate in the construction of Roundville Lane (the "Project") as shown on Exhibit "A", attached hereto, conditioned upon United Parcel Service ("UPS") agreeing to locate at the site described on Exhibit "B", attached hereto; and

WHEREAS, the County desires to co-operate with the City by sharing in some of the 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 Project. The Project shall consist of the construction of Roundville Lane as described in Exhibit "A". The Project shall also include all engineering, legal, financing, right-of-way acquisition, construction or other expenses incident to the improvement of the Project. The Project shall be a four-lane, curb-and-gutter roadway from A.W. Grimes Blvd. to the east-bound frontage road of SH 45.

1.2 Obligation of the City. The City, with the aid and co-operation of UPS, shall be responsible for the planning, design, right-of-way acquisition, utility relocation

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and construction of the Project, as well as all other costs related to the Project ("Project Costs"). The City shall complete design of the Project within two (2) years from the date of execution of this Agreement.

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.

1.3 Obligation of the County. Provided UPS enters into an agreement with the City to locate a facility at the site described in Exhibit "B" within two months of the execution of this Agreement, the County shall reimburse to the City a sum up to and not to exceed fifty (50%) of the Project Costs or One Million Five Hundred Thousand (\$1,500,000), whichever is less, for the County's shared costs toward the planning and design of the Project. The City shall be reimbursed by the County in accordance with section 1.4, below.

If UPS does not enter into an agreement with the City to locate a facility at the site described in Exhibit "B", the County is not obligated to reimburse the City for any costs associated with the Project.

1.4 Reimbursement. Upon the City's approval of each invoice for Project Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Project 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 Project Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Project 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).

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: 08-18-2015

Attest:



Nancy Rister, County Clerk

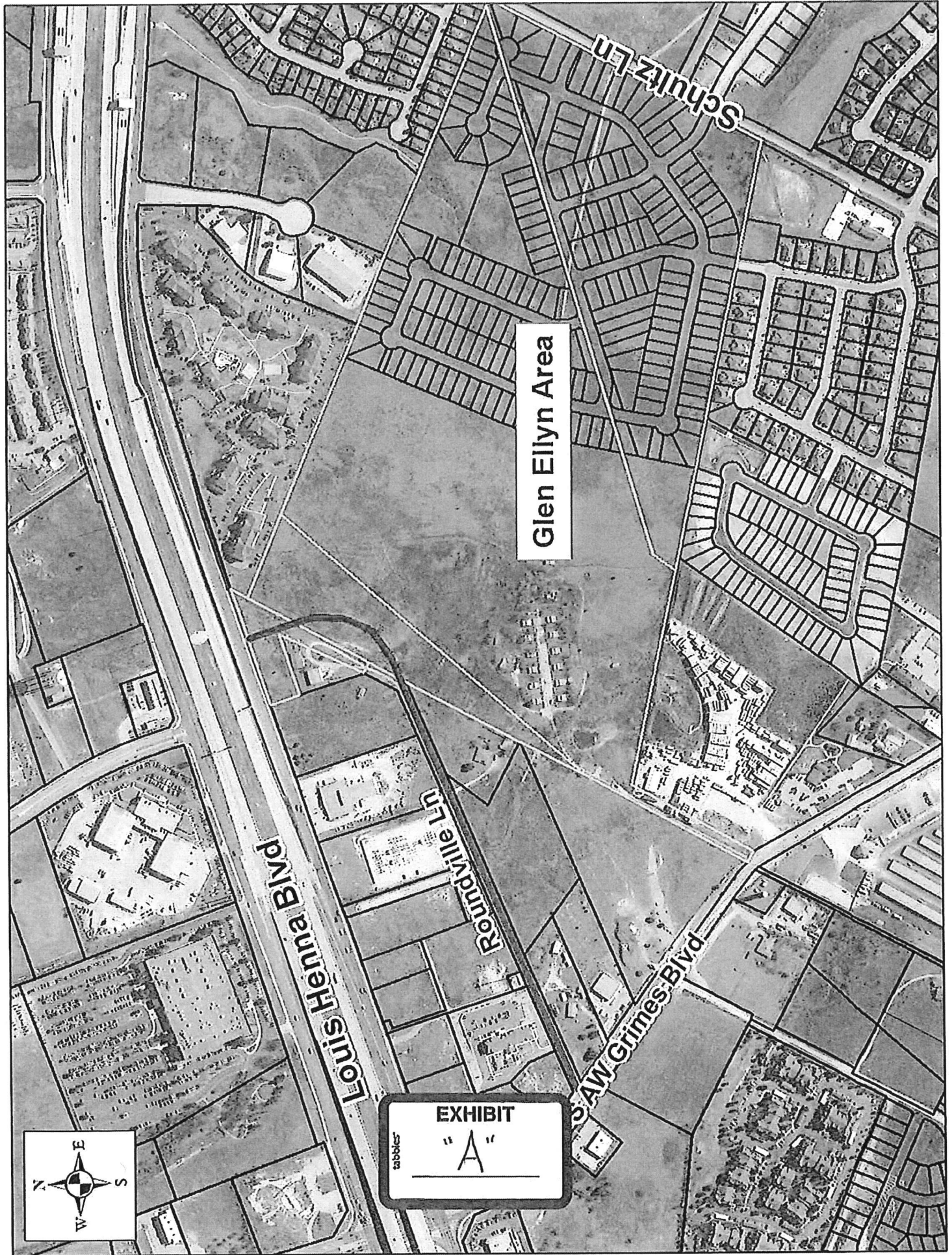
CITY OF ROUND ROCK, TEXAS

By: 
Alan McGraw, Mayor

Date: 5.12.16

Attest:


Sara White, City Clerk



Glen Ellyn Area

EXHIBIT

"A"

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EXHIBIT B

(The "Property Description")

50.535 acre tract out of the MEMUCAN HUNT SURVEY, ABSTRACT NO. 314 and WILLIAM BARKER SURVEY, ABSTRACT NO. 107, in Williamson County and Travis County, Texas and embracing all of that certain called 2.101 acre tract conveyed to DAUGHERTY FAMILY REGISTERED LLP #1, of record in Document No. 2015046052, Official Public Records of Williamson County, Texas (OPRWCT), and all of that tract conveyed to DAUGHERTY FAMILY REGISTERED, LLP #1 in Document No. 9667310, OPRWCT, and that 17 acre tract conveyed to DAUGHERTY FAMILY REGISTERED LIMITED LIABILITY PARTNERSHIP #1 in Document No. 9667311, OPRWCT, and that called 82.93 acre tract conveyed to DAUGHERTY FAMILY LIMITED PARTNERSHIP #1 in Document No. 9667308, OPRWCT, SAVE AND EXCEPT, that called 51.65 acre tract described in a Memorandum of Contract to CONTINENTAL HOMES OF TEXAS, L.P., of record in Document No. 2015102511, OPRWCT.