

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF THE WYOMING SPRINGS EXTENSION**

THIS INTERLOCAL AGREEMENT is made and entered into effective this 12th day of July, 2022, by and between WILLIAMSON COUNTY (the "County") and the CITY OF ROUND ROCK, TEXAS (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;

WHEREAS, the parties desire to equally share costs related to the preliminary design and construction of a four-lane paved roadway known as the Wyoming Springs Extension (the "Project") from Brightwater/Creekbend Blvd. to Sam Bass Road, in Round Rock, Texas, at the location shown on Exhibit "A";

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

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.
2. The County agrees to pay to the City, pursuant to the conditions stated herein, fifty (50%) percent all Project Costs, up to and no more than Nine Million and 00/100 Dollars (\$9,000,000) (the "County Reimbursements"). Project Costs include preliminary and final design, right-of-way acquisition, environmental mitigation, utility relocations (if any), construction bidding and management and all other costs related to the construction of the Project. After City's payment of each expenditure for Project Costs, the City will transmit a copy of said expenditure to the County, upon timely receipt, proper documentation and approval of each expenditure the County

shall make a good faith effort to pay the amount which is due within thirty (30) days after receipt of said payment request from the City. The City agrees to make every effort to transmit the requests for reimbursement of expenditures to the County in sixty day intervals.

3. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
4. Neither the City nor 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.
5. 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.
6. 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.
7. 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.
8. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project. The Parties acknowledge that the Project could take considerable time to design, due to the environmentally sensitive areas within the Project footprint. If the Project


has not been completed within five (5) years after the Effective Date, the City and/or the County reserves the right to terminate this Agreement.

9. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
10. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.


(signatures on the following page)

CITY OF ROUND ROCK, TEXAS

By: 
Craig Morgan, Mayor

Date: 6/9/22

Attest:


Meagan Sparks, City Clerk

WILLIAMSON COUNTY

By: 
William Gravell, Jr., County Judge

Date: 7.12.2022

Attest:

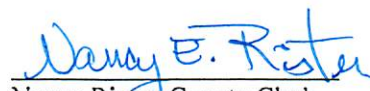

Nancy Rister, County Clerk

Exhibit A

Location of Wyoming Springs Extension

WYOMING SPRINGS EXTENSION SEGMENT 1

EXTENSION OF WYOMING SPRINGS DR FROM
CREEKBEND BLVD TO SAM BASS RD
ROUND ROCK, WILLIAMSON COUNTY, TEXAS

FOR CONSTRUCTION OF ROADWAY EXTENSION WHICH
INCLUDES EARTHWORK, GRADING, FLEX BASE, HMA,
PAVING, BRIDGE, DRAINAGE STRUCTURES, WATER
QUALITY FACILITIES, WATER AND WASTEWATER
ADJUSTMENTS, SIGNALIZATION, LIGHTING, SHARED USE
PATH, SIGNING AND PAVEMENT MARKINGS

MAY 2, 2022
90% SUBMITTAL

13520 BRIARWICK DRIVE
SUITE 100, TX 78239
TEL (512) 777-4600
FAX (512) 252-5141
TOPPLS ENGINEERING FIRM #312



PLANS PREPARED BY:
JEFFREY NAGY, P.E.
JNAGY@HALFF.COM

PRELIMINARY

FOR INTER REVIEW ONLY

THESE DOCUMENTS ARE FOR INTER
REVIEW ONLY AND ARE NOT TO BE
RELIED UPON FOR ANY PURPOSE.
NO PART OF THESE DOCUMENTS
SHALL BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR
BY ANY MEANS, ELECTRONIC OR
MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
SYSTEM, WITHOUT PERMISSION
IN WRITING FROM HALFF.

DATE	BY	FOR
10/27/21	JN	PE
10/27/21	JN	PE
10/27/21	JN	PE

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS
REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN
ACCEPTING THESE PLANS, THE CITY OF ROUND ROCK MUST
RELY ON THE ADEQUACY OF THE WORK HEREIN SEALED BY
THE DESIGN ENGINEER.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT
OF TRANSPORTATION, ON NOVEMBER 1, 2014. SPECIFICATIONS
ADOPTED BY THE CITY OF ROUND ROCK ON JANUARY 28, 2021
SHALL GOVERN ON THIS PROJECT.

WATERSHED: BRUSHY CREEK

FEMA FIRM MAP # 48491C0488F
REVISED DECEMBER 20, 2019

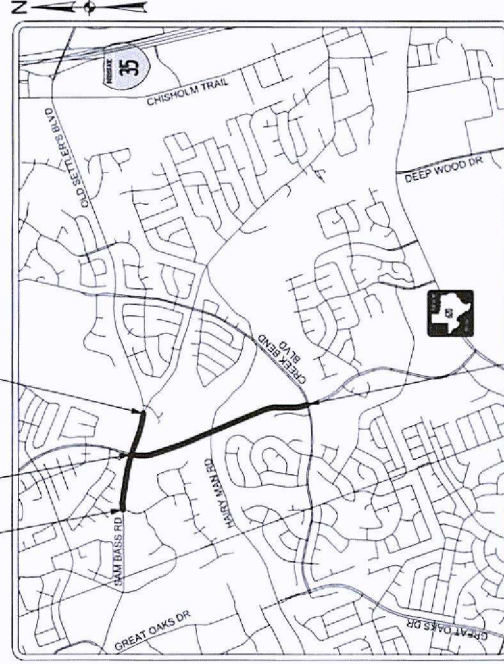
REGISTERED ACCESSIBILITY SPECIALIST
(RAS) INSPECTION REQUIRED
TDLR NO. EABRPJ

TOTAL LENGTH OF PROJECT:	696.78 R (1.32 MI)
ROADWAY LENGTH:	3950.74 R (0.75 MI)
SAM BASS IMPROVEMENTS:	2296.05 R (0.43 MI)
BRUSHY CREEK BRIDGE LENGTH:	140.00 R (0.09 MI)
DRY CREEK BRIDGE LENGTH:	240.00 R (0.05 MI)
ROADWAY CLASSIFICATION:	ARTERIAL
DESIGN SPEED:	45 MPH
MINIMUM HORIZONTAL CURVE:	1,000 R
OPENING ADT:	7,600
25-YR ADT:	15,100
MINIMUM RIGHT-OF-WAY:	103'-14"
TRUCK PERCENT:	4.0%
DIRECTIONAL DISTRIBUTION:	50%/50%

I, JEFFREY NAGY P.E., DO HEREBY CERTIFY THAT THE PUBLIC
WORKS AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN
HAVE BEEN DESIGNED IN COMPLIANCE WITH THE
SUBDIVISION AND BUILDING REGULATION ORDINANCES AND
STORM WATER DRAINAGE POLICY ADOPTED BY THE CITY
OF ROUND ROCK, TEXAS.

(SEAL AND SIGNATURE OF ENGINEER)

DATE



ACCEPTED BY:

GARY FIDELL, DIRECTOR - CITY OF ROUND ROCK, TEXAS TRANSPORTATION DEPARTMENT

CITY OFFICIALS

CRAIG MORGAN
MICHELLE LY
RENE FLORES
MATTHEW BAKER
FRANK ORTEGA
KRISTIN STEVENS
HILDA MONTGOMERY
GARY HUDDER

MAYOR
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
TRANSPORTATION DIRECTOR