

EXHIBIT
"A"

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

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2017, 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 City and the County desire to construct a two-lane paved roadway known as the North Mays Extension from Paloma Drive to Oakmont Drive, with a four lane bridge, approximately 1,220 feet long, over Chandler Branch in Round Rock, Texas (the "Interim Project"), as shown on Exhibit "A"; and

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 construct the Interim Project as described in Exhibit "A", attached hereto and incorporated herein.
3. The County agrees to be responsible for all costs related to: (a) the design; (b) right of way acquisition, except any right of way being acquired by plat; (c) utility relocation, and (d) construction of the Interim Project, as shown on Exhibit "A".

4. The County's design engineer will prepare relocation plans for City-owned water and wastewater lines that is necessitated by conflicts with the construction of the Interim Project for approval by the City and County.
5. The County will be responsible for the relocation of City-owned water and wastewater lines necessitated by conflicts with the construction of the Interim Project. Construction of water and wastewater lines will be joint bid with the roadway construction plans for the Interim Project.
6. The City will contribute credits needed for fill within the Upper Brushy Creek Water Control and Improvement District Inundation Easement (the "Inundation Easement"). The County will not be responsible for any mitigation payments for any fill within the Inundation Easement.
7. The City agrees to allow the County to construct the Projects within the City limits.
8. The City consents to, acknowledges and authorizes the legal right and authority of the County, if necessary, to condemn right-of-way within the limits of the City, in relation to the Interim Project.
9. If it is necessary that the County obtain right-of-way within the limits of the City for the Interim Project, title to the right-of-way will be acquired in the name of the County and then transferred to the City upon completion of construction and acceptance of maintenance by the City.
10. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
11. The County agrees to consult and obtain the approval of City staff regarding Project design prior to award of a Project contract for construction.
12. 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.
13. 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.

14. 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.
15. 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.
16. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Projects and acceptance of the public improvements by City.
17. This Agreement is executed to be effective on the date the last Party signs this Agreement.
18. 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.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

