

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING IMPROVEMENT OF COUNTY ROAD 174

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING THE IMPROVEMENT OF COUNTY ROAD 174 ("Agreement") is entered into between the City of Round Rock, a political subdivision of the State of Texas ("City") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

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 County plans to improve County Road 174, also known as Hairy Man Road, from Walsh Drive to Sam Bass Road (the "County Project"); and

WHEREAS, the City is considering annexing certain property abutting CR 174 / Hairy Man Road; and

WHEREAS, the City desires the County to complete the County Project after annexation; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. PROJECT

1.01 General. The purpose of this Agreement is to provide for the County's improvement of CR 174 / Hairy Man Road before annexation by the City.

1.02 County Project. The County Project shall include widening of Hairy Man Road from Walsh Drive to Sam Bass Road to provide for two 11.5- foot lanes and 2- foot shoulders on each side. Additionally, the improvements will include raised profile markings along the center line and shoulders. The County will complete the County Project by December 31, 2019.

1.03 Annexation and Maintenance. The City agrees to annex that portion of Hairy Man Road as shown on Exhibit "A" prior to completion of the County Project and assume operations and maintenance of that portion after the County has completed the County Project.

II. GENERAL PROVISIONS

2.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

2.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

2.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

2.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

2.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

2.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

2.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

2.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:

City Manager
Attn: Laurie Hadley
221 E. Main Street
Round Rock, Texas 78664

COUNTY:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis

2.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

2.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

Sara White, City Clerk

CITY OF ROUND ROCK, TEXAS:

By: _____
Craig Morgan, Mayor

Date: _____

ATTEST:



Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: 

Dan Gattis, County Judge

Date: 01-22-2018

