

EXHIBIT

“A”

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS REGARDING THE FUNDING FOR THE CONSTRUCTION OF THE UNIVERSITY BOULEVARD IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2020, 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 Capital Area Metropolitan Planning Organization (“Campo”) has agreed to fund up to 70% of the construction costs for the reconstruction of University Boulevard between A.W. Grimes (FM 1460) and SH 130. This work will expand the roadway from the existing two-lane roadway to a four-lane divided roadway (the “Project”); and

WHEREAS, the Parties desire to share all costs related to the design and construction of the Project as further described herein and at the location shown on Exhibit “A”, attached hereto; and

WHEREAS, the current estimate for total Project Costs is \$14,200,000 (“Project Costs”), with Campo being responsible for \$7,560,000 of those Project Costs;

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 of all Project Costs, after Campo contributions up to and no more than \$4,200,000 (the “County

Reimbursements”). Project Costs include preliminary and final design, right-of-way acquisition,
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environmental mitigation, utility relocations (if any), construction bidding and management and all other costs related to the construction of the Project. The current estimate of the County's 50% share is \$3,300,000. 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 management of the Project and the payment of all Project Costs, subject to the County Reimbursement described above.
4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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. The Parties acknowledge that the Project could take considerable time to design and construct, due to the environmentally sensitive areas within the Project footprint. If the Project has not been constructed and open to the public within five (5) years after the Effective Date, the City and/or the County reserves the right to terminate this Agreement.
10. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
11. 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 pages)

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

Exhibit A

Location of University Boulevard Reconstruction

