

**FIRST AMENDED INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK
REGARDING THE UNIVERSITY BOULEVARD (WEST) PROJECT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amended Interlocal Agreement (the "Amended Agreement") is entered into as of this _____ day of _____, 2020, 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, on the 26th day of June, 2014, the City and the County entered into an Interlocal Agreement (the "Agreement") regarding the widening of University Boulevard from IH-35 to Sunrise Road; and (the "Project"); and

WHEREAS, since the approval of the Agreement, changed circumstances require the Agreement to be amended; and

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, as stated in the Agreement, the City and County continue to desire to commence construction of the Project since all of the necessary right-of-way has been acquired;

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree to the following amendment to the Agreement:

A.

That Section A., 1.2 is hereby amended to read that the City shall complete construction of the Project within five (5) years from the date of the approval of this Amended Agreement by the County.

B.

All other terms and conditions of the Agreement shall remain in full force and effect.

C.

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. **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.
4. **Amendments.** This First Amended Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
5. **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.
6. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
7. **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.
8. **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.

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.

(signatures on the following page)

WILLIAMSON COUNTY

By: _____
Honorable William Gravell, Jr., County Judge

Date: _____

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

Attest:

Sarah White, City Clerk