

EXHIBIT

"A"

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF ROUND ROCK, TEXAS REGARDING THE DESIGN AND CONSTRUCTION
OF THE WYOMING SPRINGS/ SMYERS LANE INTERSECTION PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into effective this ____ day of _____, 2021, 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 County has designed and will construct certain improvements at the intersection of Wyoming Springs and Smyers Lane (the "Project"), and the City will review and approve all construction plans, waive all permit fees, allow for construction within the city limits and will operate and maintain the roadways after completion of construction.

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 all costs related to the design and construction of the Project, which is described as addition of a southbound left turn lane on Wyoming Springs at Smyers Lane.
3. The City agrees to waive all permit fees related to the Project.
4. The City has approved the current plans for the Project, and the County will submit to the City for approval any material changes to the plans.
5. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.
12. 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)

WILLIAMSON COUNTY

By: _____
William Gravell, Jr., County Judge

Attest:

Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

Sarah White, City Clerk

Exhibit A

Location of Wyoming Springs Extension

