

**AGENDA ITEM 22**

Consider entering into Interlocal Agreement with the City of Round Rock regarding construction on CR 112.

Charlie Crossfield addressed the Court regarding construction on CR 112.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To enter into an Interlocal Agreement with the City of Round Rock regarding construction on CR 112.

Vote: **5 - 0**

< Attachment >

### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2004, 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 municipal corporation (the "City"), for purposes of designing, engineering, constructing and maintaining a segment of the County Road 112 from County Road \_\_\_\_ north to Chandler Road.

#### 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 and for the joint use of facilities 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 is planning the design and construction of a two-lane roadway from County Road \_\_\_\_ to Chandler Road in the approximate location shown on Exhibit "A" attached hereto and incorporated herein (County Road 112), measuring twenty-four (24) feet wide with 10-foot shoulders; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

#### I. TERMS AND CONDITIONS

1. The County hereby agrees to perform all necessary and appropriate engineering, design and construction of the above-described segment of County Road 112.
2. Upon completion of the construction of County Road 112 and acceptance of said road by the City, the County agrees to file a petition requesting voluntary annexation of the roadway and right-of-way by the City. Upon final annexation, the City shall maintain the annexed portion of County Road 112.

#### II. MISCELLANEOUS

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or the United States of America, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.

**COUNTY****CITY**

By: John C. Doerfler 1-13-04  
John Doerfler, County Judge

By: \_\_\_\_\_  
Nyle Maxwell, Mayor

ATTEST:

ATTEST:

Nancy E. Ruter  
County Clerk

\_\_\_\_\_  
Christine Martinez, City Secretary

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
District Attorney

APPROVED BY THE COMMISSIONERS' COURT FOR WILLIAMSON COUNTY,  
TEXAS, in its meeting held on the 13 day of January,  
2004 and executed by its authorized representative.

**WILLIAMSON COUNTY**

By: John C. Daefler 1-13-04  
County Judge

ATTEST:

Nancy E. Rester

APPROVED AS TO FORM:

\_\_\_\_\_