

**INTERLOCAL AGREEMENT BETWEEN  
WILLIAMSON COUNTY AND CITY OF AUSTIN**

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF WILLIAMSON**           §

This Interlocal Agreement (the "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Williamson County, a political subdivision of the State of Texas (the "County") and the City of Austin, a Texas home-rule municipality (the "City") (collectively, the "Parties").

**RECITALS**

**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 and the City desire to cooperate in the expeditious design and construction of Neenah Avenue improvements from Olive Hill Drive to approximately 1500' east of Solera Drive (the "Project"); and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

**A.**

**TERMS AND CONDITIONS**

**1.     Project Improvement.**

The Project will be designed to widen Neenah Avenue to a five-lane, curbed and guttered arterial roadway from Olive Hill Drive to approximately 1500' east of Solera Drive, the location of which is as shown on **Exhibit "A"**, attached hereto and incorporated herein. A proposed typical section of the Project is shown on **Exhibit "B"**, attached hereto and incorporated herein.

**2.     County Obligations.**

The County will design and construct the Project. The Project will be designed and constructed pursuant to the City's roadway design standards. All preliminary and final designs shall be approved by the City prior to bid.

3. **City Obligations.**

City agrees to allow the County to construct the Project within the city limits. City agrees to assume operation and maintenance of Neenah Avenue after the Project is completed and accepted by the City.

4. **Fee Waivers.**

City agrees to waive all city fees associated with the Project, including, but not limited to, plan review fees, utility as-built fees, inspection fees and tree mitigation fees.

**B.**

**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. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **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.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **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.

9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **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.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **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.
14. **Term.** This Agreement shall automatically terminate if the Project is not completed and accepted by the City within three (3) years after this Agreement is executed by both parties.

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.

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**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Honorable Dan A. Gattis, County Judge

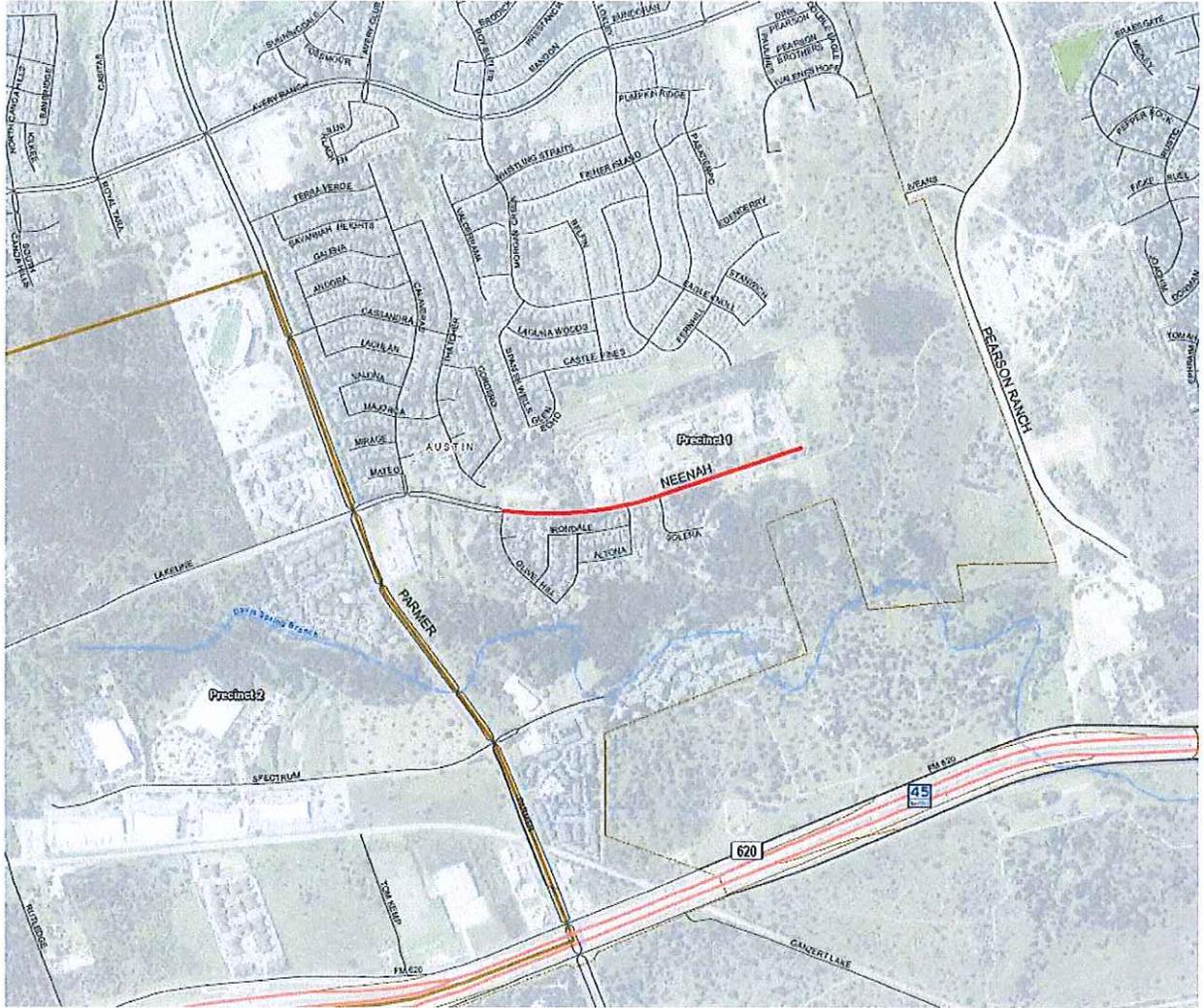
Date: \_\_\_\_\_

**CITY OF AUSTIN, TEXAS**

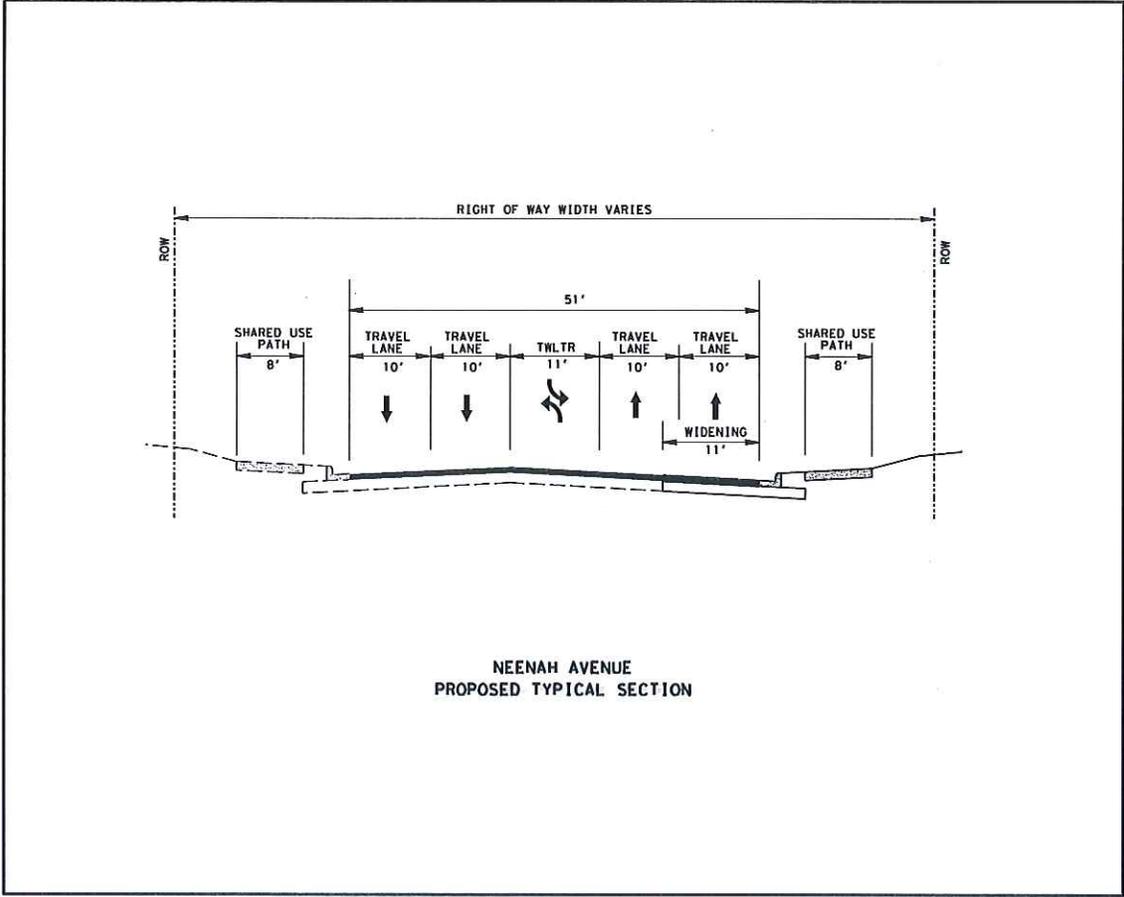
By: \_\_\_\_\_  
Steve Adler, Mayor

Date: \_\_\_\_\_

**EXHIBIT "A"**



**NEENAH AVENUE WIDENING**



NEENAH AVENUE  
PROPOSED TYPICAL SECTION

tabbics  
EXHIBIT  
"B"