

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY
OF LIBERTY HILL, TEXAS REGARDING THE IMPROVEMENTS TO CR 200**

THIS INTERLOCAL AGREEMENT is made and entered into effective this 13th day of May, 2019, by and between WILLIAMSON COUNTY (the "County") and the CITY OF LIBERTY HILL, 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 desires to design and construct certain improvements (the "Project") to Williamson County Road 200 ("CR 200"); and

WHEREAS, the Project may affect drainage within the abutting Liberty Hill City Park (the "Park") and

WHEREAS, the City and the County now wish to cooperate in the design and construction of the Project as it relates to the drainage within the Park.

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

1. When used in this Agreement, the term "Project" shall mean design and construction of the widening of CR 200 from SH 29 approximately to Clark Place.
2. When used in this Agreement, the term "Park" shall mean the Liberty Hill City Park.
3. 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.

4. The City agrees to be responsible for all costs associated with the design and construction of certain drainage improvements ("Drainage Improvements") within the Park. The Drainage Improvements include the design and construction of a 40' culvert and gabion.
5. The County agrees to reimburse the City for Drainage Improvements within 30 days after the receipt of invoices for construction, with a not-to-exceed amount of \$43,000 for the Drainage Improvements.
6. Additionally, the County agrees to extend the culvert up to forty (40) feet under CR 200 for extension of culvert box to accommodate the City's future trail.
7. 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.
8. 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.
9. 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, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
10. 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.

11. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project, acceptance of the public improvements by City, and complete annexation of the Property.
12. This Agreement is executed on the date the last Party signs this Agreement.
13. 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.
14. Notices. Any and all notices required by this Agreement shall be submitted to the following persons in writing:

A. To City:
Greg Boatright
City of Liberty Hill, Texas

B. To County:
J. Terron Evertson, County Engineer
Williamson County, Texas
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Email: tevertson@wilco.org
15. Dispute Resolution. Before any legal action is taken to enforce any term or condition under this Agreement, the parties hereto shall first attempt to settle the dispute by mediation.
17. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties. All previous oral or written promises or agreements by the parties hereto are void. This Agreement shall not be amended or altered except by a written document signed by the parties.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

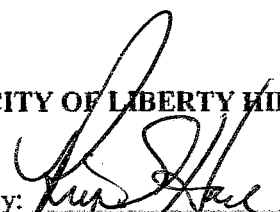
WILLIAMSON COUNTY

By: _____
Bill Gravell Jr., County Judge

Attest:

Nancy Rister, County Clerk

CITY OF LIBERTY HILL, TEXAS

By:  _____
Rick Hall, Mayor