

**INTERLOCAL AGREEMENT REGARDING
DESIGN AND INSTALLATION OF TEMPORARY TRAFFIC SIGNAL**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the Liberty Hill ISD (the "**LHISD**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the LHISD and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the LHISD desires to pay for the design and installation of a temporary traffic signal at the intersection of Ronald Reagan Blvd. and Santa Rita Blvd. (the "**LHISD Project**"); and

WHEREAS, the County desires to cooperate with the LHISD to facilitate the construction of the LHISD Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.1 General. The purpose of this Agreement is to provide for the County's design of the LHISD Project at the approximate location shown on Exhibit "A and to allow the LHISD to construct the Project within the County's right-of-way.

1.02 Installation of LHISD Project. The County shall install the LHISD Project. The Parties agree that the LHISD Project is temporary, and that a permanent traffic signal will be installed by the County at a future date

**II.
COUNTY OBLIGATION**

2.01 Design of LHISD Project. The County shall be responsible for design of the LHISD project. The LHISD shall be solely responsible for payment of all costs related to the design of the LHISD Project.

2.02 Construction. The County or its representatives will inspect the LHISD Project, which will include review and approval of material submittals and change orders and participation in a pre-construction meeting and final project walk-through. The County will

provide a punch-list when the project is substantially complete and will perform quarterly inspections during the two year warranty period.

2.03 Maintenance. The County will maintain the LHISD Project upon completion, until a permanent signal is installed.

III. LHISD OBLIGATION

3.01 LHISD Project Design and Construction Costs. The LHISD shall be responsible for 100% of all costs related to the design of the LHISD Project, currently estimated at \$38,000. The County shall submit invoices to LHISD for costs related to the design of and installation. Payments shall be due 30 days after the LHISD has received invoices for the LHISD Project from the County.

3.02 Construction. The LHISD will be responsible for construction of the project, including obtaining and paying for all permits, if any. The LHISD shall require the construction contractor to obtain performance bonds, insurance and warranty bonds that conform to the County's usual requirements for County Road Bond projects, on forms approved by the County. The LHISD will require the contractor to provide a two year warranty/maintenance period. The LHISD will request County approval of all material submittals and change orders.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Project Plans.

5.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LHISD:

Liberty Hill ISD
301 Forrest Street
Liberty Hill, Texas 78642_

COUNTY:

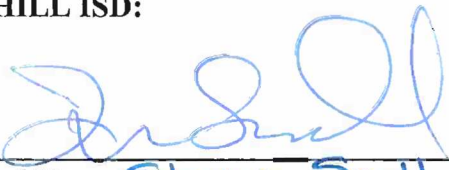
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626

5.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

LIBERTY HILL ISD:

By: 
Printed Name: Steven Snell
Title: Superintendent
Date: 7-19-2021

ATTEST:

County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date: _____