

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

**INTERLOCAL AGREEMENT**

**Between**

**Thrall Independent School District and Williamson County**

**THIS AGREEMENT** is an interlocal agreement entered into by and between the **Thrall Independent School District** (the “District”) and **Williamson County, Texas** (the “County”), (collectively the “Parties”).

**WHEREAS** the County is undertaking a construction project to improve the road at 201 S. Bounds, Thrall, Texas.

**WHEREAS** included in the road improvement project, the County will replace drainage culverts at the 201 S. Bounds driveway at Thrall Elementary School (the “Drainage Project”).

**WHEREAS** the location of the Drainage Project is further illustrated in **Exhibit A** attached hereto and incorporated by reference.

**WHEREAS** the Parties desire to enter into this Agreement for the public purpose of sharing the cost of improvements in the drainage system as part of the County’s road improvement project.

**WHEREAS** the District will benefit from the improvement of the drainage system at the District’s property by having the County oversee the construction of the Drainage Project.

**WHEREAS** the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**NOW THEREFORE** by this Agreement it is mutually understood and agreed by the Parties as follows:

**Section I General Agreement**

1. Scope of the Drainage Project. The County will be responsible for removing the current drainage pipe, adding new pipe that is 6-8” larger (minimum increase) in diameter than the current pipe, which will extend further onto District property than the current pipe. The County is also responsible for dirt work to improve drainage after new pipe has been placed to assure that drainage flows into the ditch. The County will be solely responsible for any pavement repairs and repair of any other damaged areas caused by construction of the Drainage Project.

2. Term. This Agreement shall be in effect upon execution by both Parties and shall continue in effect until final completion of the Drainage Project described in this Agreement.
  
3. County Rights and Duties:
  - a. The County has prepared plans and specifications of the improvements, accepted bids, and awarded a contract to design, construct, and administer the construction for the Drainage Project.
  - b. In all such activities, the County and their contractors and subcontractors shall comply with all state statutory requirements.
  - c. The County shall provide the District with a copy of the executed design and construction contracts for the Drainage Project.
  - d. The County will be solely responsible for the Drainage Project, including all construction costs due to the County's contractors and subcontractors.
  - e. The County will be solely responsible for the construction project, including but not limited to, all responsibility for any future maintenance, improvements, or repairs of the Drainage Project if agreement is made to be altered.
  - f. Insurance/Indemnification: The County agrees to indemnify and hold harmless the District for all damages or liability to the Drainage Project, if any, including but not limited to any damages arising out of or resulting from the Drainage Project work.
  
4. Project Funding.
  - a. The County estimates the total cost of the project to be \$196,455 ("Estimated Project Cost"). The District agrees to pay the County half of the Actual Project Cost in an amount not to exceed \$100,000. The Actual Project Cost is the total cost of the Drainage Project determined at the completion of construction of the Drainage Project. The Actual Project Cost includes engineering, construction, inspection, testing, and construction administration costs, including contingencies.
  - b. After the completion of the Drainage Project, the County will provide the District with an invoice detailing the Actual Project Cost for the Drainage Project and the amount due to the County by the District. The District shall remit payment to the County within thirty days after receipt of invoice.
  
5. Payments from Current Revenues. The District and the County agree that the Party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

## **Section II Miscellaneous**

6. No Assignment. The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators and of such other Party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign or transfer its interest in this Agreement without prior written consent of the other Party. The District is not obligated or liable to any party other than the County for the performance of this Agreement. Nothing in the Agreement is intended to create any additional rights or remedies upon any third party.
7. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither the County nor its employees, officials, or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. Neither the District nor its employees, officials, or agents shall be considered to be employees, agents, partners or representative of the County for any purpose. Neither Party has the authority to bind the other Party.
8. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties agree that this Agreement is performable in Williamson County, Texas and that exclusive venue shall lie in Williamson County, Texas.
9. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having force and effect of law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
10. Entire Agreement. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both parties.
11. Immunity. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth in this Agreement, and this Agreement shall not create any rights for parties other than the Parties to this Agreement.

*[Signatures on next page]*

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
Bill Gravell Jr., County Judge

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

**THRALL INDEPENDENT SCHOOL DISTRICT**

By: Tommy Hooker  
Tommy Hooker, Superintendent of Schools

Date: August 18, 2021