

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE COTTRELL STREET
CONSTRUCTION PROJECT**

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

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Bartlett, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

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 is and has been in the process of designing the reconstruction of Cottrell Street, the approximate location being shown on Exhibit “A”, attached hereto, (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County 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**

1.01 General. The purpose of this Agreement is to provide consent for the County’s construction of the County Project with the Bartlett city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

IV.

GENERAL PROVISIONS

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

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 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.

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

5.06 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 County Project shown in Exhibit "A."

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

5.08 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.

5.09 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:

CITY: 140 W CLARK ST
BARTLETT, TX 76511

Attn: ~~City Manager~~ **MAYOR LIAD MEES**

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 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.

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

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF BARTLETT, TEXAS

By: Chad M. ...

Name: Mayor

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 15 day of September 2021, by Chad M. ... as Mayor of the City of Bartlett, a Texas city, on behalf of said city.



Alice Nira
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"