

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND
THE LIBERTY HILL INDEPENDENT SCHOLL DISTRICT REGARDING THE
DESIGN AND CONSTRUCTION
OF ADDITIONAL TURN LANES ON THE CR 258 EXPANSION PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into effective this 29th day of September 2023, by and between WILLIAMSON COUNTY (the "County") and the LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, TEXAS (the "ISD"), 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 ISD and the County desire to co-operate in the construction of additional turn lanes (the "Project") to the expansion of CR 258, as shown on Exhibit "A", attached hereto.

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

1. The ISD 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.
2. The County agrees to design and construct the Project as described in Exhibit "A", as described herein.
3. The ISD agrees to be responsible for all costs related to the design and construction costs for the Project. Any necessary right-of-way owned by the ISD and needed for the Project will be conveyed in fee simple to the County prior to construction.
4. Construction of the Project will be included as a Change Order with the roadway construction plans for the CR 258 expansion. The current construction and design costs total \$670,000.00.

5. The ISD will contribute the sum of Six Hundred and Seventy Thousand and No/100 Dollars (\$670,000.00) as its share of the Projects ("Project Costs"). Payment for the Project Costs shall be due and payable to the County within (30) thirty days receipt of written notice. Any additional Project Costs over and above the \$670,000.00 shall be due and payable within 30 days after written notice. After completion of construction, the County will reimburse the ISD any monies remaining from the Project Costs pursuant to the Texas Prompt Payment Act.
6. The County agrees to consult and obtain the approval of ISD staff regarding the Project design prior to award of a Project contract for construction.
7. Neither the ISD 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 ISD 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, to 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.

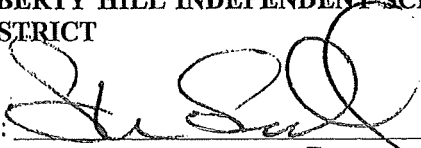
11. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by ISD.
12. This Agreement is executed to be effective on the date the last Party signs this Agreement.
13. Each Party, in the performance of this 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.

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

**LIBERTY HILL INDEPENDENT SCHOOL
DISTRICT**

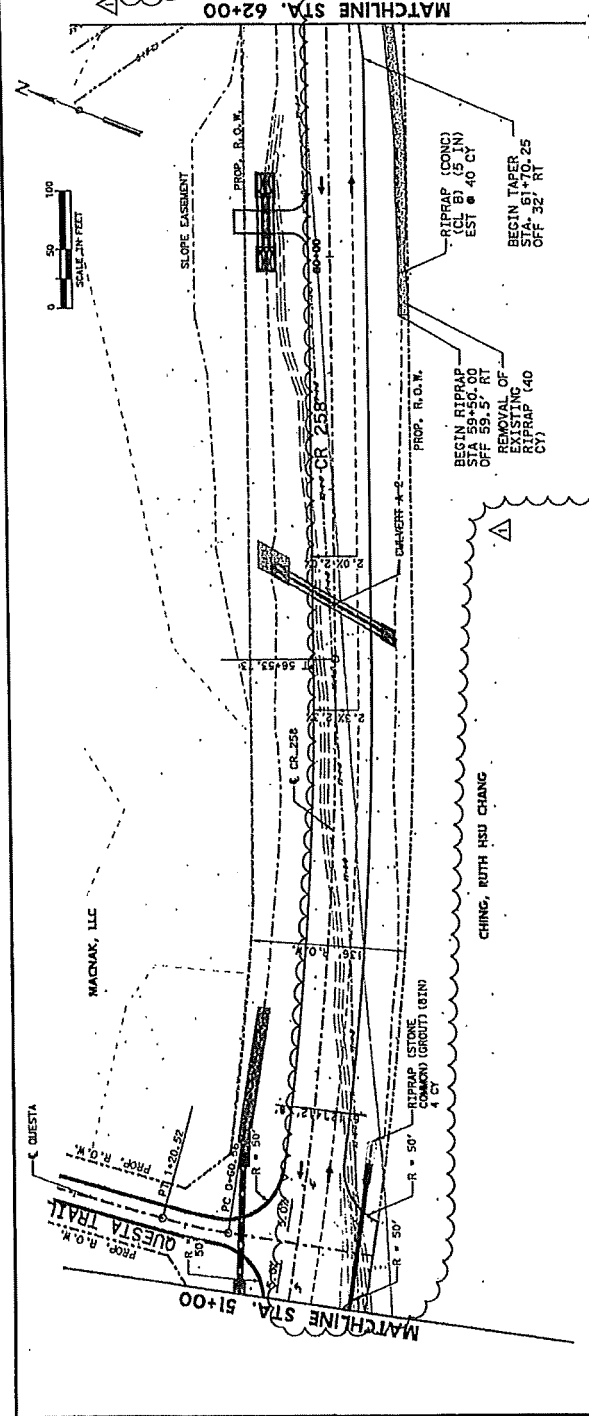
By:  _____
Name: STEVEN SNELL
Title: Superintendent of Schools

NOTES
1. UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY DEPTH AND LOCATION. SEE EXISTING UTILITY LAYOUTS FOR INFORMATION.

2. SEE DRIVEWAY CONSTRUCTION DETAIL SHEETS FOR INFORMATION.

3. SAW CUT IS SUBSIDIARY TO BID ITEM 105-6005.

4. IMPROVEMENT CALCULATIONS AND QUANTITIES AS SHOWN ARE FOR THE ADDITIONAL DRIVEWAY CONSTRUCTION. THE EXISTING DRIVEWAY SHALL BE CONSTRUCTED PER THE CR 258 EXTENSION CONSTRUCTION DOCUMENTS.



LEGEND
PROPOSED R.O.W.
DIRECTION OF TRAFFIC
PROPOSED DRIVEWAY NUMBER
PROPOSED DITCH



STRUCTUREPOINT
INC.

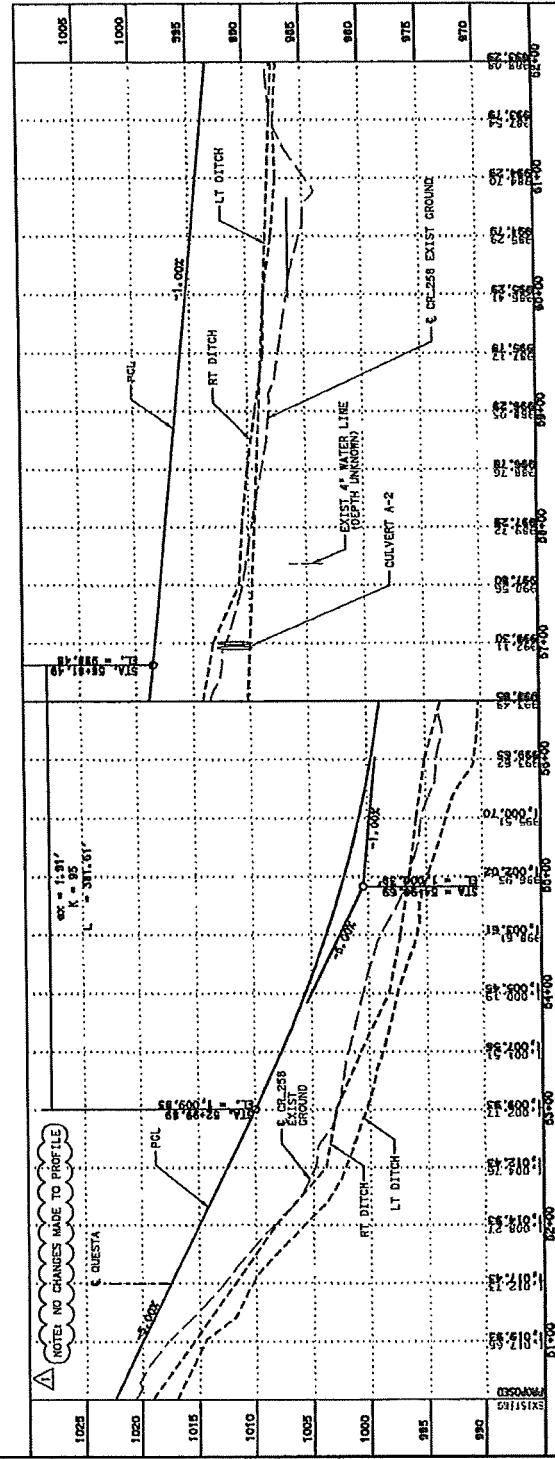
WILLIAMSON
COUNTY
TAMU

CR 258 EXTENSION

EXHIBIT A

SHEET 2 OF 3

NO.	DATE	BY	CHKD	APPD	PROJECT	SHEET
1	04/20/23	ADAM M. PFEFFER	ADAM M. PFEFFER	ADAM M. PFEFFER	CR 258 EXTENSION	48



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